

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Jarely Lopez, Clerk
Rose Gonzales, Member
MaryAnn Rodriguez, Member
Monica Madrigal Lopez, Member

ADMINISTRATION

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

AGENDA REGULAR BOARD MEETING Wednesday, June 21, 2023

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

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

A.2. Pledge of Allegiance to the Flag

Rosaura Castellanos, Principal, Harrington School, will introduce Isaac Garcia, 3rd grade student in Mr. Hernandez'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 will be read in English by Pauline Chavez, 1st grade student in Ms. Oros's class at Harrington School, and in Spanish by Emmanuel Davila, 3rd grade student in Mr. Hernandez's class at Harrington School.

A.4. Presentation by Harrington School

Rosaura Castellanos, Principal, Harrington School, will provide a short presentation to the Board regarding Harrington. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

A.6. Presentation of the June 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board receive the June 2023 Semi-Annual Implementation Program Update. This Report will subsequently be placed on the August 2, 2023 Board meeting agenda for adoption.

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

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

A.8. Closed Session

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1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case No. 2023040036
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Associate Superintendent
 - Assistant Superintendents

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

A.10. Report Out of Closed Session

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

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

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

Name		Title	Yrs/Service
Rosa	Adams	School Office Manager	36
Josefina	Alcala	Campus Assistant	11
Yvonne C.	Brown	Child Nutrition Cafeteria Coordinator	30
Hector M.	Calix	Custodian	19
Lazaro G.	Castillo	Custodian	21
Pilar	Cerda	Child Nutrition Worker	18
Griselda	Coronado	Paraeducator-General Education	23
Mary K.	Crandall Plascencia	Director of Finance	5
Marco A.	Grajales	Custodian	18
Susan	Haidet	Accounting Specialist III	6
Maria D.	Hernandez	Office Assistant II/JR	14
David	Hornback	Warehouse Manager	35
Margarita	Madueno	Child Nutrition Worker	21

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Karen K.	Moraga	Child Nutrition Worker	20
Enedina	Rangel	Child Nutrition Worker	17
Rosa	Sanchez	Child Nutrition Cafeteria Coordinator	28
Ana M.	Silva	Library Media Tech/EL	6
Anthony F.	Stankoski	Electrician	14
Jodi A.	Stankoski	Position Control Specialist	28
Aurora C.	Tapia	Campus Assistant	10
Ruben	Tirado	Lead Custodian	34
Noemi	Valdes	Director of Early Childhood Education	26
Jenna	Allee-Munoz	Teacher Grade 2 DLI, English	23
Carlos	Beltran	Teacher Grade 3	27
Sandra B.	Beltran	Teacher Grade 6	7
Nancy	Buenrostro	Teacher ELD Academy	19
Greta	Cuilty	Teacher Grade 1	8
John	Du Bose	Teacher Sp Ed M/M	1
Laura	Nolan	Teacher Physical Education	34
Yolanda	Pandolfi	Teacher Grade 1 DLI	8
Julie	Prater	Manager Mathematics	5
Maria	Ramos	Teacher Grade 2 DLI	34
Laura	Silva	Teacher Grade 1 DLI	32
Tammy	Smith	Principal Elementary	34
Bonnie	Sussman	Teacher Grade 1	9
Kathryn	Lasley	Teacher	24

A.12. Recess (10 Minutes)

There will be a brief recess.

A.13. Measure D Citizens Bond Oversight Committee Annual Report (Mitchell)

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

A.14. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

Introduction of newly appointed Oxnard School District administrators:

- Dr. Adalberto Fuentes, Director of Classified Human Resources
- Maria Christina Fernandez, Principal, K-5
- Matthew Haber, Manager, Mathematics
- Dr. Sarah Lepe, Manager, Special Programs
- Genaro Magaña, Principal, 6-8

A.15. Recognition of Outgoing District Superintendent (Robles-Solis)

It is the recommendation of the Board President that the Board of Trustees recognize Dr. Karling Aguilera-Fort, outgoing Superintendent, for his years of service to the Oxnard School District.

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Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

B.2. Conduct Public Hearing and Adopt Resolution No. 22-37 Authorizing and Directing the Conveyance of a Right of Way to the City of Oxnard (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees open the public comment period to conduct a Public Hearing and for the Adoption Resolution No. 22-37 Authorizing the Conveyance of a Right of Way to the City of Oxnard in Connection with Rose Avenue Elementary School.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section C: CONSENT AGENDA

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

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

C.1. 2022-23 Quarterly Report on Williams Instructional Materials and Facilities Quarters 2 and 3 (DeGenna/Thomas)

It is the recommendation of the Associate Superintendent, Educational Services, and Director of School Performance and Student Outcomes that the Board of Trustees receive the 2022-23 Quarterly Report on Williams Instructional Materials and Facilities Quarters 2 and 3, as presented.

C.2. Certification of Signatures (Mitchell)

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

C.3. Request for Approval of Out-of-State Conference Attendance (Mitchell)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees approve out-of-state conference attendance for Jason Corona, Assistant Director of Child Nutrition Services, to attend the Annual School Nutrition Association Conference in Denver, Colorado, July 9-11, 2023, in the amount not to exceed \$2,000.00, to be paid out of Kitchen Infrastructure and Training (KIT) Funding.

C.4. Enrollment Report (Mitchell)

District enrollment as of May 31, 2023 was 14,203. This is 228 less than the same time last year.

C.5. Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services Throughout Fiscal Year 2023-2024 (Mitchell/Franz)

It is the recommendation of the Director, 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 2023-2024, as presented.

C.6. Purchase Order/Draft Payment Report #22-10 (Mitchell /Franz)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-10, as submitted.

C.7. Selection of Vendors for Child Nutrition Program (Mitchell/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 for the Child Nutrition Program for the 2023-24 school year, as presented.

C.8. Rejection of Formal Bid Award, Bid #22-04, 2023 Roof Replacement Project (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees reject the bid received for Bid #22-04, 2023 Roof Replacement Project, as the bidder exceeded the District's project budget.

C.9. Approval of Committed/Uncommitted Fund Balance Resolution #23-04 (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the

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Director of Fiscal Services that the Board of Trustees approve Resolution #23-04 authorizing the uncommitment of committed funds in the 2022-2023 general fund and establishing a committed balance in the 2023-2024 general fund.

C.10. Approval of 2023-24 Education Protection Account (EPA) Spending Plan (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve the 2023-24 Education Protection Account Spending Plan, as presented.

C.11. Designation of Representative and Alternate to the Board of Directors of the California Schools Employee Benefits Organization (CSEBO) (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the designations of Dr. Natalia Torres, Assistant Superintendent, Human Resources and Joanna Pelino, School Psychologist, as Representatives to the CSEBO Board, and Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services and Shiri Hermesh, OSSA President, as Alternates.

C.12. Personnel Actions (Torres/Fuentes)

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

C.13. Establishment of Positions (Torres/Fuentes)

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

C.14. Request for Approval of Out of State Conference Attendance (Aguilera-Fort/Hubbard)

It is the recommendation of the Superintendent and the Chief Information Officer that the Board of Trustees approve out of state conference attendance for Lydia Lugo Dominguez and Argelia Tellez to attend the National Notary Association's Annual National Notary Conference in Orlando, FL, May 12-14, 2024. in the amount of \$3,000.00 per employee for registration, travel and lodging, to be paid from the General Fund.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.15. Approval of Amendment #1 to Agreement #21-08 – Reading Horizons (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #21-08 with Reading Horizons, to provide professional development covering training for “New Materials/Software” and “Train the Trainer” through June 30, 2026, in the amount not to exceed \$25,000.00, to be paid out of Special Education Funds.

C.16. Approval of Addendum #1 to 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 Associate Superintendent, Educational Services, that the Board of Trustees approve Addendum

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#1 to Agreement/MOU #21-28 with Oxnard Adult School, OUHSD, to provide computers on wheels and their storage space for students of the Parent/Guardian English as a Second Language (ESL) and Conversational Spanish classes, at no additional cost to the original agreement.

C.17. Approval of Agreement #23-15 – Zixta Enterprises, Inc. dba/Vallarta Supermarkets (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Renewal Agreement #23-15 with Zixta Enterprises, Inc., dba/Vallarta Supermarkets, for Vallarta Supermarket’s use of the Educational Service Center (ESC) front parking lot, July 1, 2023 - June 30, 2024, the yearly fee of \$28,783.19 to be paid to OSD by Vallarta.

C.18. Approval of Agreement #23-16, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2023-2024 (DeGenna/Shea)

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-16 with the City of Oxnard Recreation and Community Services, to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant, July 1, 2023 through June 30, 2024, in the amount not to exceed \$4,680,000.00, to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program.

C.19. Approval of Agreement #23-27 –All Languages Interpreting & Translating Inc. (Aguilera-Fort)

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #23-27 with All Languages Interpreting & Translating Inc., to provide simultaneous interpretation services (English/Spanish) at Board Meetings, July 1, 2023 through June 30, 2024, in the amount not to exceed \$15,000.00, to be paid with the General Fund.

C.20. Approval of Agreement/MOU #23-28, Ventura Unified School District (DeGenna/Ruvalcaba)

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-28 with the Ventura Unified School District, to explain and confirm the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District, July 1, 2023 through June 30, 2024, in the amount of \$3,915.36 (matching funds), to be paid out of Title I Funds.

C.21. Approval of Agreement #23-29 - Gold Coast K9 (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-29 with Gold Coast K9, to provide two K9 visits per month for ten months at Lopez, Frank, Fremont, Soria, Chavez, Curren, Driffill, Lemonwood, Marshall and Kamala Schools for a total of 200 K9 safety check visits, July 1, 2023 through June 30, 2024, total not to exceed \$48,000.00, to be paid out of the General Fund.

C.22. Approval of Agreement #23-30 with Child Development Resources of Ventura County, Inc. - Ground Lease for Marina West Head Start (DeGenna/Valdes)

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It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees approve Agreement #23-30 with Child Development Resources of Ventura County, Inc., to renew the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County, Inc. (CDR) for the Head Start Program at Marina West, July 1, 2023 to June 30, 2026, the amount of \$2,500.00 per year to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.23. Approval of Agreement #23-31 with Child Development Resources of Ventura County, Inc. - Ground Lease for Jeff Davis Head Start at Lopez (DeGenna/Valdes)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees approve Agreement #23-31 with Child Development Resources of Ventura County, Inc., to establish the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County, Inc. (CDR) for the Jeff Davis Head Start Program at Lopez Academy, July 1, 2023 to June 30, 2026, the amount of \$2,500.00 per year paid to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.24. Approval of Agreement/MOU #23-32 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Harrington School (DeGenna/Valdes)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees approve Agreement/MOU #23-32 with Child Development Resources of Ventura County, Inc., to establish the terms for the use of a preschool classroom between the Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR), to operate the Mary Crawford Head Start Program at the Harrington Early Childhood Development Center, July 1, 2023 to June 30, 2026, the amount of \$2,500.00 per year to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.25. Approval of Agreement/MOU #23-33 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Sierra Linda (DeGenna/Valdes)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees approve Agreement/MOU #23-33 with Child Development Resources of Ventura County, Inc., to establish the terms for the use of preschool classrooms between the Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR), for the Sierra Linda Head Start Program at Sierra Linda School, July 1, 2023 to June 30, 2026, the amount of \$2,500.00 per year to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.26. Approval of Agreement/MOU #23-34 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Marina West (DeGenna/Valdes)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees approve Agreement/MOU #23-34 with Child Development Resources of Ventura County, Inc., to establish the terms for the use of preschool classrooms between the Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR), for the Marina West Head Start Program at Marina West School, July 1, 2023 to June 30, 2026, the amount of \$2,500.00 per year to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

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- C.27. Approval of Agreement #23-35 – LEGO Education (DeGenna/Shea)**
It is the recommendation of the Director, Enrichment & Specialized Programs and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-35 with LEGO Education, to provide professional development to Oxnard School District teachers and After School Program staff on the implementation of the LEGO Education Learning System for students in TK–6th Grade, July 1, 2023 through June 30, 2024, in the amount not to Exceed \$141,715.00, to be paid out of ELOP Funds.
- C.28. Approval of Agreement #23-36 – Mindset Academy by SWEAT III (DeGenna/Rubin)**
It is the recommendation of the Principal, Kamala School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-36 with Mindset Academy by SWEAT III, to provide 10 days of student development, parent development, and teacher development through a series of assemblies and workshops focused on mindset development, student engagement and emotional intelligence, August 17, 2023 through June 30, 2024, in the amount not to exceed \$56,000.00, to be paid out of Title 1 Funds.
- C.29. Approval of Agreement #23-37, American Language Services (DeGenna/Ruvalcaba)**
It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-37 with American Language Services, to provide over the phone and/or in-person Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and other parent meetings, August 1, 2023 – June 14, 2024, in the amount not to exceed \$20,000.00, to be paid out of Title 1 Funds.
- C.30. Approval of Agreement #23-38 – Curriculum Associates, LLC (DeGenna/Ruvalcaba)**
It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-38 with Curriculum Associates, LLC, to provide virtual training on “Ellevation” for up to 30 participants, September 1, 2023 through August 31, 2024, in the amount of \$2,000.00, to be paid out of Title III Funds.
- C.31. Approval of Agreement #23-39 with Ventura County Office of Education - Ground Lease for Carl Dwire Jr. School (DeGenna/Valdes)**
It is the recommendation of the Director of Early Childhood Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-39 with Ventura County Office of Education, to establish the terms between the Oxnard School District and Ventura County Office of Education for the Ground Lease at Carl Dwire Jr. School, September 14, 2023 to September 30, 2026, the amount of \$2,500.00 per year to be paid to Oxnard School District by Ventura County Office of Education.
- C.32. Approval of Agreement #23-40, CAFE Project 2Inspire (DeGenna/Ruvalcaba)**
It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-40 with CAFE Project 2Inspire, to provide Parent Leadership classes by a CAFE trained parent specialist, July 1, 2023 through June 30, 2024, in the amount not to exceed \$35,000.00, to be paid out of Title III Funds.
- C.33. Approval of Agreement #23-41 – Ventura County Office of Education (DeGenna/Ruvalcaba)**

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It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-41 with the Ventura County Office of Education, for Migrant Education Program, Region 17, to reimburse Oxnard School District for any supplementary services (transportation and custodial) provided by the district for eligible migrant education program students and/or eligible migrant education program parents/guardians, July 1, 2023 through June 30, 2024, the amount up to \$18,000.00 to be reimbursed to Oxnard School District by VCOE.

C.34. Approval of Agreement #23-42 – Ventura County Office of Education (DeGenna/Thomas)

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-42 with Ventura County Office of Education, to provide library support services to the Oxnard School District pursuant to Section 18100 of the California Ed. Code, including implementing State Standards and aligning individual school site library services with the California Model School Library Standards, August 1, 2023 to June 30, 2024, in the amount of \$8,800.00, to be paid out of Title 1 Funds.

C.35. Approval of Agreement #23-43 – Read.Write.Think., LLC (DeGenna/Fox)

It is the recommendation of the Executive Director, Teaching & Learning, and the Associate Superintendent, Educational Services that the Board of Trustees approve Agreement #23-43 with Read.Write.Think., LLC, to provide professional development during the 2023-2024 school year for the teaching of writing, July 1, 2023 through June 30, 2024, amount not to exceed \$44,000.00, to be paid out of Expanded Learning Opportunity Grant Funds.

C.36. Approval of Agreement #23-44, Frog Environmental (Mitchell/Galvan)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees approve Agreement #23-44 with Frog Environmental, to perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) of the district's Transportation facility, July 1, 2023 through June 30, 2024, in the amount not to exceed \$6,000.00, to be paid out of the General Fund.

C.37. Approval of Agreement #23-45, Renaissance Learning Inc. (DeGenna/Thomas)

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-45 with Renaissance Learning Inc., to provide in-person professional development to teachers at the pre-service days on August 10 and 11, 2023, to support in-depth use of some of their programs: Star assessment system, Illuminate DnA student data system, and Illuminate EduClimber student data system, in the amount of \$17,750.00, to be paid out of Supplemental Concentration Funds.

C.38. Approval of Agreement #23-46 – Sterling Venue Ventures (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-46 with Sterling Venue Ventures, for rental fees for the use of the Oxnard Performing Arts Center Theater for the OSD Welcome Back Event on August 15, 2023, in the amount not to exceed \$6,500.00, to be paid out of Supplemental Concentration Funds.

C.39. Approval of Agreement/MOU #23-47 – Interface Children and Family Services (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent,

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Educational Services, that the Board of Trustees approve Agreement/MOU #23-47 with Interface Children and Family Services, to provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services, July 1, 2023 through June 30, 2024, at no cost to Oxnard School District.

C.40. Approval of Agreement/MOU #23-48 – Assistance League of Ventura County - Operation School Bell (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-48 with Assistance League of Ventura County, to provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children, July 1, 2023 through June 30, 2025, at no cost to Oxnard School District.

C.41. Approval of Agreement #23-49 – County of Ventura (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services that the Board of Trustees approve Agreement #23-49 with the County of Ventura, to provide social workers who will be placed in the areas that have been identified by the County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect and will also serve the entire district on the district's SARB Board, July 3, 2023 through June 28, 2024, in the amount not to exceed \$437,207.00, to be paid out of the General Fund.

C.42. Approval of Agreement #23-50 – Restorative Justice Services, LLC (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-50 with Restorative Justice Services, LLC, to coach/collaborate with PBIS teams at each school site to support the implementation of restorative principles and integration of restorative approaches at school sites, July 1, 2023 through June 30, 2024, in the amount not to exceed \$46,500.00 to be paid as follows: \$21,500.00 out of Supplemental Concentration Funds and \$25,000.00 out of Learning Communities School Success Grant Funds.

C.43. Approval of Agreement #23-51 – Kern County Superintendent of Schools (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-51 with Kern County Superintendent of Schools, to establish a means of claiming reimbursement from the Department of Health Care Services (DHCS) for costs necessary for the proper and efficient administration of the Med-Cal Program as set forth in Welfare and Institutions Code section 14132.47, July 1, 2023 through June 30, 2028, at no cost to Oxnard School District.

C.44. Approval of Agreement #23-52 – Safe & Civil Schools (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-52 with Safe & Civil Schools, to provide Foundations training focused on implementing Tier 1 structures that support a positive school climate, school safety, reduction of discipline referrals, and increased attendance rates which all lead to improved student wellness and academics, July 3, 2023 through June 28, 2024, in the amount not to exceed \$123,000.00, to be paid out of Supplemental Concentration Funds.

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

- C.45. Approval of Agreement #23-53 – N2Y, LLC (DeGenna/Jefferson)**
It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-53 with N2Y, LLC, to provide professional development training to Special Education Moderate Severe teachers for the On-Site Essentials: Learning Pathway for Unique Learning System, July 1, 2023 through December 31, 2023, in the amount not to exceed \$10,500.00, to be paid out of Special Education Funds.
- C.46. Approval of Agreement #23-55 – Houghton Mifflin Harcourt (DeGenna/Fox)**
It is the recommendation of the Executive Director, Teaching & Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-55 with Houghton Mifflin Harcourt, to provide In-Person and Online Professional Development sessions for SIS English 3D, July 1, 2023 - July 31, 2023, in the amount of \$5,000.00, to be paid out of Title III Funds.
- C.47. Approval of Agreement #23-56 – Learning Without Tears (DeGenna/Fox)**
It is the recommendation of the Executive Director, Teaching & Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-56 with Learning Without Tears, to provide two (2) live-virtual trainings to Transitional Kindergarten (TK) teachers to support the implementation of the “Getting Set for School Pre-K Curriculum” program focusing on the use of music, hands-on manipulatives, and technology to help students develop the emergent writing skills needed for kindergarten readiness, July 18 & 19, 2023, in the amount not to exceed \$2,100.00, to be paid out of Supplemental Concentration Funds.
- C.48. Approval of Agreement #23-57 – Stephanie Enriquez, M.A. (DeGenna/Fox)**
It is the recommendation of the Executive Director, Teaching & Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-57 with Stephanie Enriquez, M.A., to provide in person support for implementation of the History/Social Science Framework, August 10, 2023 through August 11, 2023, in the amount not to exceed \$2,000.00, to be paid out of Supplemental Concentration Funds.
- C.49. Award of Formal Bid #22-05 and Approval of Agreement #23-58 for 2023 Pavement Rehabilitation Project – Lopez & McAuliffe (Mitchell/Miller)**
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #22-05, 2023 Pavement Rehabilitation Project, and enter into Agreement #23-58 with BC Rincon Construction Inc., in the amount of \$320,994.96, to be paid out of Deferred Maintenance Funds.
- C.50. Award of Formal Bid #22-06 and Approval of Agreement #23-60 for 2023 Painting Project – Kamala & Marina West (Mitchell/Miller)**
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #22-06, 2023 Painting Project – Kamala & Marina West, and enter into Agreement #23-60 with A.J. Fistes Corporation, in the amount of \$254,400.00, to be paid out of Deferred Maintenance Funds.
- C.51. Approval of Agreement #23-61 – Dr. Cory Hills (DeGenna/Shea)**
It is the recommendation of the Director, Enrichment & Specialized Programs and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-61 with Dr. Cory Hills, to provide workshops throughout the ten (10) K-5 elementary schools in

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

the Oxnard School District where students craft original stories, set them to music, and perform the stories for fellow classmates, July 1, 2023 through June 30, 2024, in the amount not to exceed \$93,310.00, to be paid out of ELOP Funds.

C.52. Approval of Agreement #23-62 – IXL Learning (DeGenna/Fox)

It is the recommendation of the Executive Director, Teaching & Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-62 with IXL Learning, to provide virtual Professional Development to K-5 math teachers in IXL, a Tier 2 math intervention program that will support the learning of K-5 students across Oxnard School District, July 1, 2023 through July 31, 2024, in the amount not to exceed \$3,585.00, to be paid out of Supplemental Concentration Funds.

C.53. Approval of Agreement #23-63 – Tawni’s Ponies & Petting Farm Inc. (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-63 with Tawni’s Ponies & Petting Farm Inc., to provide extra enrichment for students in the Oxnard School District during the Summer Program, July 5, 2023 through July 28, 2023, in the amount of \$11,100.00, to be paid out of ELOP Funds.

C.54. Award of Formal Bid #22-07 and Approval of Agreement #23-64 for Integrated Electronic Communications & Clock Network Replacement Project (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #22-07, Integrated Electronic Communications & Clock Network Replacement Project, and enter into Agreement #23-64 with Pacificom, in the amount of \$676,000.00, to be paid out of Deferred Maintenance Funds.

C.55. Approval of Agreement #23-66 – Orenda Education (DeGenna)

It is the recommendation of the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-66 with Orenda Education, to lead an Equity Study in partnership with Oxnard School District that will help Fremont Academy and District leaders understand the systems and conditions producing current student outcomes and uncover hidden barriers, July 1, 2023 through June 30, 2024, in the amount of \$134,625.00, to be paid out of Comprehensive Support and Improvement Funds.

C.56. Approval of Agreement #23-67 – Nancy Paulson dba/Extreme Math (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-67 with Nancy Paulson dba/Extreme Math, to provide Family Math Games Nights to the Oxnard School District Expanded Learning Opportunity Program and professional development for Paraprofessionals to include number sense and algebraic thinking, July 1, 2023 through June 30, 2024, in the amount not to Exceed: \$34,850.00, to be paid out of ELOP Funds.

C.57. Approval of Agreement #23-68 – Dance Masters Ballroom (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-68 with Dance Masters Ballroom, to provide enrichment instruction in Latin dance styles to students after school at all 20 schools in the Oxnard School District, including intersessions and Summer programs, July 1, 2023 through June 30, 2024, in the amount not to exceed \$2,704,671.00, to be paid out of ELOP Funds.

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

C.58. Approval of Agreement #23-70 – Dial Security (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #23-70 with Dial Security in the amount of \$177,955.58, for Alarm Monitoring/Maintenance Services at all district sites, July 1, 2023 through June 30, 2024, in the amount of \$177,955.58, to be paid out of the General Fund.

C.59. Approval of Amendment #5 to Agreement #18-01 Pupil Transportation Services for the 2023-2025 School Year with Durham School Services, L.P. (Mitchell/Galván)

It is the recommendation of the Director, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #5 to Agreement #18-01 with Durham School Services, to provide districtwide transportation services, July 1, 2023 through June 30, 2025, in the amount of \$5,191,457.34 for the 2023-2024 fiscal year, to be paid out of the General Fund (*future years to be adjusted upward by the percentage increase in the U. S. City Average, Consumer Price Index, Los Angeles/Long Beach area, as identified by the U.S. Bureau of Labor Statistics*).

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.60. Ratification of Amendment #1 to Agreement #22-69 – Acceleration Behavioral Therapies (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-69 with Acceleration Behavioral Therapies, to continue supporting existing unfilled direct hire positions during the 2022-23 school year, in the amount of \$100,000.00, to be paid out of Special Education Funds.

C.61. Ratification of Amendment #3 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., to continue to cover the allocation of additional staff based on unfilled direct hire positions during the 2022-23 school year, in the amount of \$360,000.00, to be paid out of Special Education Funds.

C.62. Ratification of Agreement #22-246 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-246 with the Ventura County Office of Education, to provide exceptional services to special education student #MA111618 that consists of support from Special Circumstances Paraeducators (SCP's), for the 2022-2023 school year, including Extended School Year, in the amount of \$4,146.25, to be paid out of Special Education Funds.

C.63. Ratification of Agreement #22-250 – Tawni's Ponies & Petting Farm Inc. (DeGenna/Gonzales-Nares)

It is the recommendation of the Principal, Marina West School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-250 with Tawni's Ponies & Petting Farm Inc., for a sensory experience for students at Marina West on

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June 15, 2023, in the amount of \$1,250.00 to be paid as follows: \$675.00, Title 1 and \$575.00, Title III.

C.64. Ratification of Agreement #22-251 – Rio School District (Mitchell/Galvan)

It is the recommendation of the Director, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #22-251 with Rio School District, to establish the terms between Oxnard School District and Rio School District for the joint use of the OSD Transportation Facility, May 1, 2023 through June 30, 2024, the amount of \$30,000.00 to be paid to Oxnard School District by Rio School District.

C.65. Ratification of Agreement #22-252 – Lewis Events (DeGenna/Anderson-Witherspoon)

It is the recommendation of the Principal, Marshall School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-252 with Lewis Events, for providing two assemblies – Gold Rush & Colonial Days – on Friday, June 9, 2023, for students at Marshall School, in the amount not to exceed \$3,046.00, to be paid out of Title 1 Funds.

C.66. Ratification of Agreement #22-253 – Regents of the University of California - South Coast Writing Project (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-253 with Regents of the University of California, to provide Young Writers Academy summer writing experiences geared at developing a community of writers, at CSUCI campus, June 19, 2023 through August 11, 2023, in the amount not to exceed \$218,609.25, to be paid out of Expanded Learning Opportunity Grant Funds.

Section D: ACTION ITEMS

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

D.1. Approval Of Oxnard School District 2023-2024 Local Control and Accountability Plan (DeGenna)

It is the recommendation of the Associate Superintendent of Educational Services that the Board of Trustees approve the Oxnard School District 2023-2024 Local control Accountability Plan (LCAP).

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.2. Adoption of Oxnard School District 2023/24 Budget (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees adopt the Oxnard School District Budget for the 2023/24 fiscal year.

Board Discussion:

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

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.3. Approval of Resolution #22-35 Making Environmental Findings in Connection with the New Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Driffill Elementary School (Mitchell/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #22-35 making environmental findings in connection with New Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Driffill Elementary School located at 910 South E Street, Oxnard, CA 93030.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.4. Approval of the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) Memorandum of Understanding, Agreement #23-69 re: Pre-K Teachers Temporary Assignment (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees adopt Agreement #23-69 between the District and the CSEA for Pre-K Teachers Temporary Assignment, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.5. Approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding, Agreement #22-254 re: Temporary Pay Rates for Teacher Supervision of Students on Field/Academic Trips (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees adopt Agreement #22-254 between the District and the OEA for Temporary Pay Rates for Teacher Supervision of Students on Field/Academic Trips, as presented.

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.6. Approval of the Revised Certificated Substitute Salary Schedule for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the revised Certificated Substitute Salary Schedule for 2023-24, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.7. Approval of a Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Julio Cahue for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the BCLAD Waiver for Julio Cahue for the 2023-24 School Year, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.8. Approval of Provisional Internship Permit in Physical Education for Noemi Ayala for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit in Physical Education for Noemi Ayala for the 2023-24 School Year , as presented.

Board Discussion:
Moved:
Seconded:
Vote:

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

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.9. Approval of New Job Description: Teacher on Special Assignment-School Site Support (Torres/DeGenna)

It is the recommendation of the Assistant Superintendent, Human Resources and the Associate Superintendent, Educational Services that the Board of Trustees approve the job description for Teacher on Special Assignment-School Site Support, in the amount of \$330,000.00 for three positions, to be paid from Supplemental Concentration Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.10. Approval of New Job Description: Executive Director of Teaching and Learning (Torres/DeGenna)

It is the recommendation of the Assistant Superintendent, Human Resources and the Associate Superintendent, Educational Services that the Board of Trustees approve the job description for Executive Director of Teaching and Learning, fiscal impact of \$5,126.00 annually, to be paid from the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.11. Approval of Contract Amendments for Cabinet Level Employees (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve the First Amendment to the Employment Agreement between the Oxnard School District and Valerie J. Mitchell, Assistant Superintendent, Business & Fiscal Services, and the First Amendment to the Employment Agreement between the Oxnard School District and Dr. Natalia Torres, Assistant Superintendent, Human Resources, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section E: APPROVAL OF MINUTES

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

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

- May 26, 2023 Special Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section F: BOARD POLICIES

(These are presented for discussion or study. Action may be taken at the discretion of the Board.)

F.1. Second Reading and Adoption of Revision to AR 5113 Absences and Excuses (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees adopt the revisions to Board Policy AR 5113 Absences and Excuses, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

F.2. Second Reading and Adoption of Revision to Board Policy AR 5131.41 Use of Seclusion and Restraint (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees adopt the revisions to Board Policy AR 5131.41 Use of Seclusion and Restraint, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

F.3. Second Reading and Adoption of Revision to AR 5144 Discipline (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees adopt the revisions to Board Policy AR 5144 Discipline, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

F.4. Second Reading and Adoption of Revision to AR 5144.1 Suspension and Expulsion/Due Process (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees adopt the revisions to Board Policy AR 5144.1 Suspension and Expulsion/Due Process, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

F.5. Second Reading and Adoption of Revision to AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities (DeGenna/Jefferson)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Special Education Services that the Board of Trustees adopt the revisions to Board Policy AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

F.6. Second Reading and Adoption of Revision to Board Policies BP/AR 6173 Education for Homeless Children (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services, and the

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

Director of Pupil Services that the Board of Trustees adopt the revisions to Board Policies BP/AR 6173 Education for Homeless Children, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

F.7. Second Reading and Adoption of Revision to Board Policies BP/AR 6173.1 Education for Foster Youth (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees adopt the revisions to Board Policies BP/AR 6173.1 Education for Foster Youth, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section G: CONCLUSION

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

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

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

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 16th, 2023.

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

June 21, 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section A: Study Session

Presentation of the June 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/Miller/CFW)

The June 2023 Report provides the 21st 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 with the Enhanced Master Construct Program adopted by the Board in June 2022. It reflects the status of the Program since the last January 2023 six-month update (adopted by the Board in February 2023) and the time of this document’s publishing in June 2023. 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 general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as previously approved by the Board. The update includes a preliminary integration of the Enhanced Master Construct Program adopted by the Board in June 2022. Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program reserve of \$922,621. Approximately \$267.9 million is estimated in costs across all selected school sites for remaining facilities improvements and for remaining land acquisition COP payments. An additional Program Reserve of \$44.3 million is recommended. The total integrated budget includes \$312.2 million in remaining estimated project improvements to be funded over the proposed remaining phases.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board receive the June 2023 Semi-Annual Implementation Program Update. This Report will subsequently be placed on the August 2, 2023 Board meeting agenda for adoption.

ADDITIONAL MATERIALS:

Attached: [Presentation for Semi-Annual Report June 2023 \(9 pages\)](#)

[June 2023 Semi-Annual Implementation Program Update Report \(53 pages\)](#)



OXNARD SCHOOL DISTRICT

Ventura County

Master Construct & Implementation Program – 21st Semi-Annual Update

*Board of Trustees Presentation
June 21, 2023*

2163 HARBOR BAY PARKWAY
ALAMEDA, CA 94502
(510) 596-8170

521 NORTH 1st AVENUE
ARCADIA, CA 91006
(626) 829-8300

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

CFW
— INC.

Overview

- The twenty-first semi-annual update to the Master Construct and Implementation Program (Program) is presented this evening for Board consideration
- Major activities completed and undertaken and updates over the last six-month period include:
 - ✓ Continued construction for the Rose Avenue reconstruction project
 - ✓ Nearing completion of design of new ECDC facilities at Driffill elementary for June 2023 submittal to the Division of State Architect (DSA)
 - ✓ Launch of design team selection process for the reconstruction of Fremont Middle School
 - ✓ Submittal of approximately \$8.2 million in grant application funding for new ECDC facilities at Marina West elementary under consideration by the State
- The Enhanced Master Construct Program (Program) as presented to Board in June 2022 will augment the Master Construct and Implementation Program going forward and provide additional 21st Century upgrades planned to classrooms, MPRs, administrative, and library facilities at select school sites
- An integrated master budget sources and uses is presented for consideration

Status of Projects

Completed - 100% Local Funding

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

Under Construction - Local Funding

Rose Avenue Elementary

DSA and CDE Approved - Local and State Funding

Ritchen Elem. Modernization (Financial Hardship State Funding)

McAuliffe Elem. Modernization (Financial Hardship State Funding)

Pending Design and Approval - Local and State Funding

New ECDC Facilities at Driffill Elem.

Reconstruction of Fremont Middle School



Rose Avenue
Construction
Progress

Educational Program

- The District is in its third year of implementation of the “Student Profile” that details the attributes and knowledge a student must demonstrate at the end of eighth grade when matriculating to high school
- The District continues to expand the opportunities for younger learners to succeed in school by offering transitional kindergarten (TK) to all four-year-old children with full implementation in the 2024-25 school year
- The District is interested in establishing and expanding the Community Schools program that will require additional facility space at the selected sites in which agencies can offer services to the families and students at the school site
- Proposition 28 was passed in November 2022 which will direct funds to support fine arts programs at all schools. While most of the money will be spent on teachers and equipment, additional facility space will likely be needed for the full implementation of the program at school sites
- The expansion of the TK program will require additional Title 5 compliant classrooms
- The District has been successful in securing funding for additional TK program classrooms and continues to seek additional funding opportunities
- The 21st Century classrooms as designed and built in the District support the instructional shifts that are being required to implement programs

State Aid

- To date, the District has garnered approximately \$42 million in new construction and modernization grant funds for completed projects
- Approximately \$11.4 million in additional modernization applications have been submitted to the State for improvements to McAuliffe and Ritchen elementary schools for Financial Hardship consideration
- The District was awarded \$7 million in State grants requiring a \$3 million local match for new preschool, TK, and kindergarten facilities at Driffill elementary school
- An approximately \$8.2 million grant application for preschool, TK, and kindergarten facilities for Marina West elementary was submitted for the State's consideration
- The District has fully utilized its eligibility for new construction funding until such time as enrollment once again begins to grow
- An additional \$28.6 million in modernization grants is anticipated to be available based on current enrollment for improvements at Curren, Lopez, Brekke, Frank, Ramona, Chavez, Kamala, and Marshall schools
- State aid eligibility and submitted applications is based on existing rules which are periodically adjusted by the Office of Public School Construction, State Allocation Board, or the legislature when a new bond is considered. The assumptions are based on rules that are currently in effect and any change in rules or eligibility factors (e.g., enrollment) may impact the receipt of funds

Integrated Master Budget Sources and Uses

- The Master Construct and Implementation Program includes the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as previously approved by the Board
- The update includes a preliminary integration of the Enhanced Master Construct Program adopted by the Board in June 2022
- Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program reserve of \$922,621
- Approximately \$267.9 million is estimated in costs across all selected school sites for remaining facilities improvements and for remaining land acquisition Certificate of Participation (COP) payments
- An additional Program Reserve of \$44.3 million is recommended to accommodate unforeseen events including soil and site conditions, variations in costs, additional agency requirements, and changes in codes and building requirements
- The total integrated budget includes \$312.2 million in remaining estimated project improvements to be funded over the proposed remaining phases
- The following slides provide a summary of the proposed integrated master budget sources and uses

Proposed Master Budget - Sources

Estimated Sources	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Previous Phases						
Capital Funds	\$265,321,079	\$922,621	\$0	\$0	\$922,621	\$266,243,700
Subtotal	\$265,321,079	\$922,621	\$0	\$0	\$922,621	\$266,243,700
Measure "D" - 2016 GO Bond						
Series D (2024)	\$0	\$12,100,000	\$0	\$0	\$12,100,000	\$12,100,000
Series E (2028)	\$0	\$0	\$24,400,000	\$0	\$24,400,000	\$24,400,000
Subtotal	\$0	\$12,100,000	\$24,400,000	\$0	\$36,500,000	\$36,500,000
Measure "I" - 2022 GO Bond						
Series A (2023)	\$0	\$75,806,148	\$0	\$0	\$75,806,148	\$75,806,148
Series B (2027)	\$0	\$0	\$74,200,000	\$0	\$74,200,000	\$74,200,000
Series C (2031)	\$0	\$0	\$0	\$64,200,000	\$64,200,000	\$64,200,000
Subtotal	\$0	\$75,806,148	\$74,200,000	\$64,200,000	\$214,206,148	\$214,206,148
Additional State Aid						
Est. Modernization (Fin. Hardship)	\$0	\$11,436,608	\$0	\$0	\$11,436,608	\$11,436,608
Est. Modernization (60%/40%)	\$0	\$0	\$5,182,788	\$23,395,174	\$28,577,962	\$28,577,962
Driffill PS/TK/K Grants	\$0	\$7,001,068	\$0	\$0	\$7,001,068	\$7,001,068
Subtotal	\$0	\$18,437,676	\$5,182,788	\$23,395,174	\$47,015,638	\$47,015,638
Additional Developer Fees						
2022-23 2nd Int. - 6/30/23 Balance	\$0	\$2,461,160	\$0	\$0	\$2,461,160	\$2,461,160
Est. Developer Fee Collections	\$0	\$11,100,000	\$0	\$0	\$11,100,000	\$11,100,000
Subtotal	\$0	\$13,561,160	\$0	\$0	\$13,561,160	\$13,561,160
Total Sources	\$265,321,079	\$120,827,605	\$103,782,788	\$87,595,174	\$312,205,567	\$577,526,646

Proposed Master Budget - Uses

Estimated Uses	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Acquire New K-5 Elementary Site	\$7,767,119				\$0	\$7,767,119
Acquire New K-5/Middle School Site	\$9,756,633				\$0	\$9,756,633
Doris/Patterson K-5	\$492,786				\$0	\$492,786
Doris/Patterson 6-8	\$278,057				\$0	\$278,057
Seabridge K-5	\$3,019,331				\$0	\$3,019,331
Harrington K-5	\$23,776,013				\$0	\$23,776,013
Elm K-5	\$32,878,847				\$0	\$32,878,847
Lemonwood K-8	\$41,990,714				\$0	\$41,990,714
McKinna K-5	\$36,191,904				\$0	\$36,191,904
Rose Avenue K-5	\$51,071,913				\$0	\$51,071,913
Planning for K-8 MPRs	\$166,253				\$0	\$166,253
Harrington Kindergarten Annex	\$3,215,039				\$0	\$3,215,039
Lemonwood Kindergarten Annex	\$3,571,599				\$0	\$3,571,599
Technology	\$12,234,498				\$0	\$12,234,498
McAuliffe K-5	\$3,244,674	\$5,958,194		\$1,684,396	\$7,642,590	\$10,887,264
Ritchen K-5	\$3,595,981	\$5,478,414		\$887,727	\$6,366,142	\$9,962,123
Brekke K-5	\$2,184,562			\$8,000,033	\$8,000,033	\$10,184,594
Ramona K-5	\$2,192,490			\$7,354,070	\$7,354,070	\$9,546,560
Driffill K-8	\$429,872		\$13,005,183		\$13,005,183	\$13,435,055
Chavez K-8	\$649,121			\$14,696,311	\$14,696,311	\$15,345,432
Kamala K-8	\$619,816			\$19,708,843	\$19,708,843	\$20,328,658
Curren K-8	\$598,603		\$26,442,963		\$26,442,963	\$27,041,566
Marshall K-8	\$13,019,406			\$5,376,218	\$5,376,218	\$18,395,624
Soria K-8				\$3,904,945	\$3,904,945	\$3,904,945
Fremont 6-8	\$1,901,281	\$65,758,461			\$65,758,461	\$67,659,742
Frank 6-8				\$15,290,123	\$15,290,123	\$15,290,123
Dr. Lopez 6-8	\$1,079,278	\$8,258,770	\$46,799,697		\$55,058,467	\$56,137,745
ECDC at Driffill		\$10,001,526			\$10,001,526	\$10,001,526
ECDC at Rose Avenue		\$4,929,979			\$4,929,979	\$4,929,979
Brekke ES COP Lease Payments	\$3,831,453				\$0	\$3,831,453
Land Acquisition COP Lease Payments	\$480,000	\$2,062,500	\$2,321,000		\$4,383,500	\$4,863,500
Additional Program Expenditures	\$4,519,836				\$0	\$4,519,836
Portables Lease Payments	\$564,000				\$0	\$564,000
Total	\$265,321,079	\$102,447,844	\$88,568,843	\$76,902,667	\$267,919,354	\$533,240,433
Program Reserve	\$0	\$18,379,761	\$15,213,945	\$10,692,507	\$44,286,213	\$44,286,213
Total Uses	\$265,321,079	\$120,827,605	\$103,782,788	\$87,595,174	\$312,205,567	\$577,526,646

Recommendations

- Traditionally, adoption of the semi-annual update is a two-step process
- Tonight the semi-annual update report has been forwarded to the District for the Board's review
- Based upon the Board's review, recommendations to adopt the semi-annual update will be considered at the next available August 2023 regular Board meeting



June 2023



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees





Caldwell Flores Winters, Inc.

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Alameda, CA 94502

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Arcadia, CA 91006

For:

Oxnard School District

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Veronica Robles-Solis, President
Jarely Lopez, Clerk
MaryAnn Rodriguez, Trustee
Monica Madrigal Lopez, Trustee
Rose Gonzales, Trustee

District Administrators

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

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PROGRAM SUMMARY

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the twenty-first semi-annual update to the Master Construct and Implementation Program. The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Oxnard School District Board of Trustees (“Board”) in 2016 with the Enhanced Master Construct Program (“Program”) adopted by the Board in June 2022. It reflects the status of the Program since the last January 2023 six-month update adopted by the Board in February 2023. 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. Moving forward, updates to this report will be referred collectively as the Enhanced Master Construct Program.

The District is in its third year of implementation of the “Student Profile” that details the attributes and knowledge a student must demonstrate at the end of eighth grade when matriculating to high school. The goal is to create a more intellectually challenging curriculum by integrating the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promotes student engagement and exploration. In addition, the District continues to expand opportunities for younger learners to succeed in school by offering transitional kindergarten (TK) to all four-year-old children with full implementation in the 2024-25 school year. The District is also interested in establishing and expanding a Community Schools program that will require additional facility space at selected sites in which agencies can offer services to the families and students at the school site. The passage of Proposition 28 in November 2022 will also impact the Program by directing funds to support fine arts programs at all schools and while most of the money will be spent on teachers and equipment, additional facility space will likely be needed for the full implementation of the program at school sites.

The 21st Century specifications adopted by the Board and the classrooms and support facilities designed and built support the instructional shifts that are being required to implement these programs. Since 2014, the District has been an early leader in the expansion of Title 5 compliant transitional kindergarten (TK), kindergarten (K) and “kinder flex” facilities, including Early Childhood Development Centers (ECDC). Local specifications have also promoted the design of specialty spaces in support of CCSS and NGSS facility requirements (e.g. science and performing arts labs, piano labs, et.). The District has also been supportive of creating community spaces wherever possible at its school sites. The projects approved by the Board under the Enhanced Master Construct Program have been successful in securing local and state funding

for additional classrooms and facilities in support of the implementation of the above educational initiatives.

The Program has led to the design of eight new 21ST Century schools, the construction of 6 such schools to date with the completion of the seventh school expected in 2023. In addition, it has led to the construction of two Early Childhood Development Centers (ECDC) with a third in design, the acquisition of 2 school sites, and the design and approval of two elementary schools for modernization. It has also provided for the expansion of construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

The Enhanced Master Construct Program has identified projects to be undertaken over the remaining three phases for the plan of improvement. Ritchen, Ramona, McAuliffe, and Brekke K-5 schools have been identified as in need of equivalent 21st Century classroom improvements and reconstruction of select support facilities. Driffill, Chavez, Kamala and Curren K-8 schools need similar 21st Century improvements to classrooms, and upgrade or reconstruction of support facilities. The K-5 component of Marshall school is also in need of 21st Century upgrades. At the middle school level, Frank needs 21st Century upgrades throughout its existing facilities. Fremont and Lopez are now old, have met their useful life, and in need of replacement to meet the planned level of enrollment. Additional TK/K/SDC and ECDC facilities are required to house district students and meet state standards.

The Rose Avenue reconstruction project is currently scheduled to be completed in 2023. Coordination between the current Rose Avenue reconstruction project and the proposed design of the ECDC project at Rose Avenue is underway subject to Board review and approval in the Fall. Architectural proposals have been reviewed for the reconstruction of Fremont Middle School with a design firm expected to be selected for the Board’s consideration in August followed by selection of lease leaseback agent to further assist in design and agency approvals. The new ECDC facility at Driffill is completing design with submission of plans to the Division of State Architect (DSA) in June and anticipated approval by September 2023. Upon approval of the Board, construction at Driffill elementary is anticipated to begin in the Fall with completion within 12 months thereafter. Beginning in Fall, the reconstruction of Dr. Lopez Academy project is proposed to be initiated with the projected selection of design and construction team members by the Board in February 2024.

Proposed funding for the Program continues to include the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as approved by the Board. Based on the adopted Enhanced Master Construct Plan approved by the Board, approximately \$267.9 million is estimated in project costs across all selected school sites for remaining facilities improvements. In addition, a Program Reserve of \$44.3 million is recommended to accommodate unforeseen events including soil and site conditions, variations in costs, additional agency requirements, and changes in codes and building requirements.

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program/Enhanced Master Construct 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

The District is in its third year of implementation of the “Student Profile” that details the attributes and knowledge a student must demonstrate at the end of eighth grade when matriculating to high school. The District also continues to focus on mathematical and literacy instructional strategies. The goal of this initiative was to create a more intellectually challenging curriculum for students in TK-8th grades by integrating the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promotes student engagement and exploration. To successfully master the curriculum, students must engage in 21st Century skills such as digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaboration through the creation of projects that call for the integration of the CCSS and the NGSS.

The District created a middle school task force to review the programs offered and the instructional strategies used at each of the middle schools. The full review and recommendations are to be completed by June 2023 with implementation to begin in August 2023. In 2013, the middle schools adopted academies to provide a vehicle or area of interest to integrate the CCSS and NGSS into the curriculum with the addition of selected elective programs at each of the middle schools related to their academy. Frank is the Academy of Marine Science and Engineering, Fremont is the Academy of Environmental Sciences and Innovative Design, and Lopez is the Academy of Arts and Sciences. The schools have had varying degrees of success in the development of their Academy programs. Fremont continues to explore elective classes to fully develop their academy.

The District continues to expand the opportunities for younger learners to succeed in school by offering transitional kindergarten (TK) to all four-year-old children with full implementation in the 2024-25 school year. The expansion of this program will require additional Title 5 compliant classrooms. The District has been successful in securing funding for additional classrooms and continues to seek additional funding opportunities.

2.1 STUDENT PROFILE: CURRICULUM AND INSTRUCTION

The District desires to educate students who leave eighth grade to be culturally, academically, and linguistically responsive so that they are successful in high school and in a career. To that end, the District is in its third year of implementation of the “Student Profile” that details the attributes and knowledge a student must demonstrate at the end of eighth grade when matriculating to high school. The District also continues to focus on mathematical and literacy instructional strategies. The goal is to create a more intellectually challenging curriculum for students in TK-8th grades by integrating the Common Core State

Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promotes student engagement and exploration and requires the demonstration of mastery of the basic skills in literacy and mathematics. To successfully master the curriculum, students must engage in 21st Century skills such as digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaboration through the creation of projects that call for the integration of the CCSS and the NGSS. The curriculum, integrated units, has been written and is provided on a shared platform, “Canvas”, so it is accessible to all teachers. In addition, the District has provided teacher training for full implementation of these initiatives.

The District continues to offer a Dual Language option for those students and families that desire to have their children become fully bilingual and biliterate. This program operates in both elementary, K-8 school sites, and at the middle school level.

In December 2022, the District adopted a new Strategic Plan titled “Oxnard EMPOWERS” which builds upon the Student Profile and further defines the mission and goals of the District. The integration of the Program into the Strategic Plan should continue to ensure that the educational program is aligned with the facilities program to provide District coherency.

2.1.1 MIDDLE SCHOOLS

In 2013, the middle schools adopted academies to increase the elective program offerings for students and to provide a choice for students. The academies were to provide integration of the CCSS and NGSS into the curriculum with the addition of selected elective programs at each of the middle schools. Through the academy elective classes, students were to be engaged in using 21st Century skills such as problem solving, analyzing problems and solutions, working collaboratively, and communicating effectively. Frank is the Academy of Marine Science and Engineering, Fremont is the Academy of Environmental Sciences and Innovative Design, and Lopez is the Academy of Arts and Sciences. The District has had varying levels of success in developing these academies. Fremont continues to explore additional elective classes and programs to fully develop the Academy of Environmental Sciences and Innovative Design.

The District created a middle school task force to review the programs offered and the instructional strategies used at each of the middle schools. The task force used the 12 components from Taking Center Stage as a self-assessment tool. The full review and recommendations are to be completed by June 2023 with implementation to begin in August 2023. These recommendations will be reviewed to determine if there are any facility implementations or considerations that should be made.

2.2 EXPANDED TRANSITIONAL KINDERGARTEN (TK)

The State of California has elected to expand the opportunities for younger learners to succeed by requiring districts to expand transitional kindergarten (TK) enrollment to all four-year-old children. School districts have a three-year period to phase in TK enrollment requirements with students now eligible for TK in the Fall if they turn five between September 2 and February 2 for the 2022-23 school year, turn five by April 2 for 2023-24, and turn five by June 3 for 2024-25. Through the expansion of these programs, the

State hopes to create for children greater equity in opportunities and learning outcomes, address bias, and promote equitable opportunities for early learners to sustain and accelerate the improved childhood outcomes associated with high-quality, early learning experiences. The expansion of TK enrollment to additional students by the State will require the addition of classrooms that meet the Title 5 requirements of 1,350 square feet with a student restroom accessible from the classrooms as well as a storage/workroom.

Beginning in 2022, districts will also have the discretion to accelerate implementation of the TK program by enrolling students at any time during the school year if a student turns five years of age in that school year. The District has elected this option and began enrolling all four-year-old students into TK beginning this school year. Outside providers continue to provide preschool programs for eligible three-year-old students. The District desires to place the four-year-old students at schools for matriculation purposes and will cluster the preschool programs throughout the District. The District has constructed 77 classrooms meeting the Title 5 requirements for K, TK and Special Day-Severe (SDC) classrooms with some of these classrooms designed to accommodate Title 22 requirements for housing pre-school children as part of the design and construction of the Early Childhood Development Centers (ECDC) at Harrington and Lemonwood. At this time, 54 of these classrooms are required to house the current kindergarten enrollment, leaving approximately 23 Title 5 classrooms available today to house approximately 40 percent of the total number of TK students that may enroll. Additional Title 5 classrooms will be needed at various schools in the District to accommodate this new grade level. For full implementation of the TK program, the District will need approximately 31 additional Title 5 classrooms.

Driffill was recently awarded a grant for a total of ten new Title 5 classrooms from the OPSC Preschool, Transitional Kindergarten and Kindergarten Facilities Program. The school currently has two classrooms that meet Title 5 standards. Adding ten additional classrooms to the school will provide for the full matriculation of preschool through eighth grade at the site. To build the new Title 5 classrooms, portable classrooms at the site will need to be removed. The total enrollment at the school will need to be a maximum of 975 students. This can be done over time as larger classes leave the school and smaller classes are enrolled.

A similar Preschool, Transitional Kindergarten and Kindergarten Facilities Program application was filed for Marina West for the four preschool classrooms, four TK classrooms, and two additional K classrooms and if successful, will be funded in September 2024. These 10 new Title 5 compliant classrooms will help the District reach the goal of having all TK/K students in Title 5 compliant classrooms.

A new Early Childhood Development Center (ECDC) will be constructed at Rose Avenue once the new school is completed. Three current K classrooms will be converted into preschool classrooms and three new preschool classrooms will be constructed on the site for a total of six preschool classrooms.

While TK classrooms do not need to meet the licensing requirements to Title 22 standards, the preschool rooms must meet these requirements and obtain licensing prior to operating the programs. In order to meet State licensing requirements, a preschool facility must be Title 5 compliant, provide a minimum of 1,350 square feet, and conform to Title 22 of the California Code of Regulations. Title 22 outdoor

requirements include: 75 square feet per child of outdoor activity area based on the total licensed capacity that is easily and safely accessible to children, a shaded rest area with equipment and activities arranged so as not to interfere with each other, and a four-foot fence enclosing the outdoor area. The play area may not be shared with other age groups unless a waiver is obtained from the State. Indoors, a minimum of 35 square feet per child of activity space must be available based on the total licensed capacity with individual storage space for each child, a restroom facility for every 15 children, and a separate restroom facility for teachers, staff, or ill children. A drinking fountain must also be installed inside and outside for child use. These standards are to be integrated within in the proposed specifications of Title 5 classrooms with 21st Century Learning Environments for TK/K facilities, expanding the potential use of “flex-classrooms” district wide to better accommodate fluctuations in program and enrollment requirements over time.

2.3 ADDITIONAL CONSIDERATIONS FOR MOVING FORWARD

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

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

Fremont Middle School is in the design phase and needs to determine the elective programs needed to fully build out the Environmental Services and Innovative Design Academy. These will be included in the design of the new classrooms at the site and the furniture, fixtures and equipment needed for full implementation of the program.

The District is interested in establishing and expanding the Community Schools program. Community Schools partner with community agencies and local government to align community resources to improve student outcomes. A community school is a "Whole-Child" school improvement strategy where the local educational agency and schools work closely with teachers, students, and families. This will require additional facility space at the selected sites in which agencies can offer services to the families and students at the school site.

Proposition 28 was passed in November 2022. This will direct funds to support fine arts programs at all schools. While most of the money will be spent on teachers and equipment, additional facility space will likely be needed for the full implementation of the program at selected school sites.

FACILITIES PROGRAM

The Board adopted the Enhanced Master Construct Program in June 2022, and further funded the facilities program with the successful passage of Measure I in November 2022. The enhanced Program builds upon the original Master Construct Program commenced in 2012 under Measure R and further expanded with the passage of Measure D in 2016. The District has adopted specifications for 21st Century Learning Environments to guide the reconfiguration of its K-5, K-8 and 6-8 school facilities in phases over a 15-year period. The overall goal is to reconstruct older schools, improve or replace support facilities, extend its grade configuration to 4-year-old students, and replace portable classrooms with permanent facilities wherever possible. To date, the Program continues to be subject to Board review and adjustment as needed on a semi-annual basis. The Program is also subject to annual independent financial audits from District auditors and from the various independent citizen’s oversight committees as to actual and planned program expenditures. To date, there have been no negative findings from the District’s auditors or oversight committees as to the positive performance of the program.

During this period, the facilities component of the Master Construct Program has led to the design of 8 new schools, the construction of 6 schools to date with the completion of the seventh school expected in 2023. In addition, it has led to the construction of two Early Childhood Development Centers (ECDC) with a third in design, the acquisition of 2 school sites, and the design and approval of two elementary schools for modernization. It has also provided for the construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

The Enhanced Master Construct Program further identified the need for additional improvements. Ritchen, Ramona, McAuliffe, and Brekke K-5 schools are in need of equivalent 21st Century classroom improvements and reconstruction of select support facilities. Driffill, Chavez, Kamala and Curren K-8 schools need similar 21st Century improvements to classrooms, and upgrade or reconstruction of support facilities. The K-5 component of Marshall school is also in need of 21st Century upgrades. At the middle school level, Frank needs 21st Century upgrades throughout its existing facilities. Fremont and Lopez are now old, have met their useful life, and in need of replacement to meet the planned level of enrollment. Additional TK/K/SDC and ECDC facilities are needed to fully meet the district’s enrollment and state standards.

The following section provides an update of projects that have been completed, projects under way, and a summary of projects remaining to be undertaken in future phases. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations in Section 5 of this report.

3.1 COMPLETED PROJECTS

Completed projects include improvements to kindergarten facilities at Ritchen, Brekke, and McAuliffe schools, construction of science labs at Chavez, Curren, Kamala, Dr. Lopez Academy, and Fremont schools and the initial deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school. Five new 21st Century schools were constructed at Harrington, Elm, Driffill, Lemonwood, and McKinna to replace the prior obsolete facilities. A new 12 classroom building serving grades 6-8 was completed at the prior Marshall elementary school to create the newest K_8 school. New TK/K/SDC “flex” classrooms at Brekke, McAuliffe, Ritchen, and Ramona elementary schools were completed, as well as ECDC facilities at Lemonwood and Harrington elementary schools with additional such facilities under design for Driffill. The District has completed the land purchase of the new Seabridge elementary school site and the Doris/Patterson elementary and middle school sites. Design approval from the Division of State Architect (DSA) and California Department of Education (CDE) for the new Seabridge K-5 elementary school and the Ritchen and McAuliffe school modernization improvements have been achieved. Funding for the projects to date has been from various sources, Measure “R, Measure “D”, developer fees, and state grant funding.

3.2 PROJECTS UNDERWAY

The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

3.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

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

As of the end of May 2023, construction work continues on the entire site with all buildings standing, roofing installed, and glass windows and doors installed. Building A, the Administration Building, is the furthest along. The interior and exterior paint finishes have been applied, T-bar grid and lighting installed, and casework installed. Building B, which will house the school kitchen, serving line, and Multipurpose Room has been roofed, exterior and interior walls have been painted. The basketball backboards have been installed along with the wall coverings. Building C, Classroom Building, which includes the school library has been roofed, exterior and interior walls are painted with tack boards and marker boards being installed. The site grading has begun with the various areas of concrete and landscape being roughed in.



Rose Avenue Elementary School Construction Progress

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

3.2.2 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM Academy and piano labs, and improves support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and support school facilities. Upgrading the library into a Media Center is proposed which provides for the inclusion of 2 breakout rooms. The repurposing of two adjacent supply rooms into administrative and counselor space is also provided. Other interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical systems, and furnishings, as well as data and other technology upgrades consistent with those available at similarly reconstructed schools, where possible. The project has received approvals from both DSA and the CDE. Based on the Enhanced Master Construct Plan, the Board approved “all in” budget for the McAuliffe project is approximately \$7.6 million. No budget adjustments are recommended at this time. The project is currently awaiting State funding from OPSC and a local match for any shortfall or “Hardship” funding if eligibility is maintained in order to proceed.

3.2.3 RITCHEN ELEMENTARY MODERNIZATION

The Ritchen modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District’s vision and specification for 21st Century K-5 classrooms and student support facilities. The library improvements also provide for the inclusion of 2 breakout rooms. Interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades. The project has received DSA and CDE approval. Based on the Enhanced Master Construct Plan, the Board approved “all in” budget for the Ritchen project is approximately \$6.4 million. No budget adjustments are recommended at this time. The project is currently awaiting State funding from OPSC and a local match for any shortfall or “Hardship” funding if eligibility is maintained in order to proceed.

3.2.4 FREMONT MIDDLE SCHOOL

The existing facilities are old and by previous Board consideration are proposed to be replaced pursuant to the Master Construct program. The reconstruction strategy would rebuild a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. A conceptual site plan has been previously presented to the Board for consideration and is the basis for the latest proposed new Fremont campus. There is a proposed phased build-out of the school to incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms. Likewise, only four science labs instead of the specified 6 would be constructed to meet the proposed enrollment. The layout of the school facilities would be such that an additional classroom wing and required science labs could be built without major modifications to the site in the future. Other support spaces would be designed to the district's adopted specifications for a 6-8 middle school to accommodate a 1200 student enrollment.

The reconstructed school would include multi-storied classrooms to accommodate up to 750 students. The proposed project would construct 34 classroom facilities. The school would include 24 general purpose classrooms, an academy room, and 3 dedicated special education rooms, all of 960 square feet. In addition, 4 science labs and an art lab of 1200 square feet each, and a band/orchestra room of 1500 square feet would be constructed. Teaching support spaces of 1,980 square feet, administrative space of 3,405 feet, and library facilities of 2,000 square feet would be provided per the adopted educational specifications for a 6-8 school. Multipurpose facilities of 14,250 square feet, a lunch shelter of 2,800 square feet as well as student and staff restrooms would be provided as required by code. Parking and student pick up/drop off areas would be provided off North H Street which would become the entrance to the new facility leaving room for school and community use of the reconfigured play fields. An allowance for offsite improvements is also provided.

Under the direction of the Board of Trustees, CFW has moved forward with this project at Fremont Middle School. An RFP for architectural services was released and published on March 30, 2023. On May 18, 2023, the responding architectural firms presented their project concepts to the District and CFW team. There was a "reuse-of-plans" requirement in the RFP that asked the architectural firms to re-use building designs they had previously built to present. The architectural proposals are under review for the selection of the two or three firms identified for a site visit of their previously built projects. A site visit by the Board will occur to aid in the selection of the approved firm. Firms are expected to be selected for the Board's consideration in August.

An RFQ/P was released, advertised and published for the lease-leaseback contractor. This will allow the contractor to participate in the design phase of the project. Proposals were received on June 2, 2023. Interviews are scheduled for June with District staff and the CFW team for recommendations to the Board for consideration in August 2023. The lease-leaseback agent adds their expertise and brings their expertise

and experience to the design team with the estimation of costs, approach to construction and value engineering. This approach has proven successful in the past and beneficial to the Board in the design and construction of the District's previous replacement schools.

3.2.5 DR. LOPEZ ACADEMY OF ARTS AND SCIENCES SCHOOL

Dr. Manuel M. Lopez Academy of Arts and Sciences (Lopez) was originally built in 1954 and after nearly 70 years of service has been deemed to need replacement by previous reviews and considerations by the Board. A reconstruction strategy for Lopez is proposed that would include the construction of a new smaller 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place. Efforts would be undertaken to construct the buildings in one phase, if possible, and to stagger the completion and use of reconfigured parking and field/hardcourts areas as needed through completion of the construction and demolition of the project. The new reconstructed school would be built based on a revised 6-8 educational specifications that provides all the support facilities for a K-8 school but limits its classroom enrollment to 750 students and its MPR to 8,025 square feet.

The reconstructed school would include multi-storied classrooms to accommodate up to 750 students including 24 general purpose classrooms (includes 1 intervention room and 3 special education/RSP rooms), 1 piano lab, and 3 additional special education classrooms all of which would contain 960 square feet each. Four science labs and an art lab of 1200 square feet would be provided, plus a band/orchestra room of 1500 square feet. Teaching support spaces of 1,980 square feet, administrative space of 3,405 feet, and library facilities of 2,000 square feet would be provided per the District's adopted Educational Specifications for a 6-8 school. Multipurpose facilities utilizing the District's adopted Educational Specifications for a K-8 school of 8,075 square feet and a lunch shelter area of 2,800 square feet would be provided as well as student and staff restrooms as required by code. Parking and student pick-up/drop off areas would also be included on site with access from Hill Street. The major orientation of the new school would begin with a new parking area from Hill to the north along the western edge to the approximate mid-point of the site where the new structures would be constructed, surrounded to the north, west and southwest by play fields and play areas available for school and community use. An allowance for offsite improvements is also provided.

Beginning in Fall, the project is proposed to be initiated. Like Fremont, this will require the selection of a design and construction team. Requests for proposals will be solicited from qualified professionals and construction firms for the selection of an architect of record and a contractor. A similar "re-use" of plans approach will be considered, and a successful team of architects and proposed plan design will be presented for Board consideration, site visits and approval. Upon selection and approval by the Board, a team will begin design in February 2024.

3.2.6 TK/K AND ECDC FACILITIES AT DRIFFILL ELEMENTARY SCHOOL

Based on a review of enrollment and existing classrooms, applications for funding were submitted to the State for Driffill in April 2022 and approved for ten new classrooms in October 2023. The approved application included four classrooms for PS, four classrooms for TK, and two classrooms for K grades to assist in the creation of an Early Childhood Development Center for the benefit of district wide use. All classrooms are designed to be Title 22 and Title 5 compliant. A new playground would also be constructed in the center of the classrooms. The design process is well under way and nearing completion with DSA submittal scheduled for June. A lease-lease back contractor has been selected. DSA approval is anticipated in September and with Board approval construction is anticipated to begin in the Fall with completion anticipated within 12 months thereafter.

3.2.7 ROSE AVENUE ECDC

Pursuant to the adopted Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing Rose site. The ECDC would be located at the northwest corner of the site where the three current kindergarten classrooms (Rooms 501, 502, and 503) are located. These facilities will be modernized and incorporated with three new Title 5 classrooms to establish the new ECDC facility. The existing play area will be upgraded similar to the option utilized for the creation of the Harrington ECDC and would be improved or maintained as required to serve the needs of these students.

The architect currently working on the Rose Ave Reconstruction project currently in progress will be providing architectural services for this project. Coordination between the current construction project and this new ECDC project is underway. The proposed project design and proposed team members are subject to Board review and approval in the Fall. Completion is anticipated within 15 months of the design team selection and approval.

3.2.7 MARINA WEST AVENUE ECDC

On February 15, 2023, the Board adopted a necessary resolution to apply for grant funding from the state for construction of an ECDC center at Marina West Elementary. In total, 10 Title 5 and Title 22 PS/TK/K classrooms are proposed, including 2 K, 4 TK and 4 PS classrooms. A state review is currently underway, and results are anticipated in September for SAB consideration and award no later than October 2023. The Board and District will have 12 months to select a design and construction team to complete and obtain DSA and CDE plan approval. Thereafter, the district will have 12 months to complete construction. The process is similar to that undertaken for the award, approval and construction of the Driffill ECDC center currently underway. The proposed project is contingent on obtaining grant funding otherwise it will not be constructed.

3.3 PROJECTS REMAINING TO BE UNDERTAKEN

Based on Board approval of the Enhanced Master Construct Plan, the following projects are proposed to be undertaken pursuant to the Master Schedule, Budget and Sequencing provided in Section 5 of this report.

3.3.1 BREKKE K-5 SCHOOL

Existing facilities at Brekke need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21st Century upgrades. Twenty-six permanent classrooms (including 3 SDC and 1 intervention room) and the MPR are proposed to receive 21st Century upgrades. Similar improvements are proposed to the library with additional interior improvements to accommodate a breakout room and a 480 square foot Maker's room. One additional classroom will receive limited upgrades, where applicable, including furnishings, to account for previously completed modernization improvements at that room. The repurposing of 2 existing classrooms for a STEAM Academy and a piano lab is also proposed. Existing administrative spaces are also proposed for 21st Century upgrades to furnishings and improvements to the lobby and reception area. Additional improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, data and other technology upgrades and the removal of portable classrooms. Brekke will have 29 classrooms upon modernization of which 3 are proposed for kindergarten classrooms and 3 for TK.

3.3.2 RAMONA K-5 SCHOOL

Existing facilities at Ramona need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21st Century upgrades. Twenty-four permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the District's vision and specification for 21st Century K-5 classrooms as well as improvements to the MPR and library spaces. In addition, the library is to be expanded into the adjacent current computer lab to accommodate a maker's space and a 480 square foot RSP program space. Limited upgrades to the administration areas are proposed including 21st century furnishings and a monitor to promote school meetings, student programs, and activities. The construction of 2 new classrooms is also proposed to provide a STEAM Academy and a piano lab. Proposed interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades. Additional improvements include roofing upgrades, as needed, replacement of HVAC unit #7, and installation of security cameras, removal of portables. Upon completion the school will consist of 28 classrooms, including 3 kindergarten classrooms and 2 TK.

3.3.3 DRIFILL K-8 SCHOOL

As one of the newest P2P schools, Drifill needs limited improvements to accommodate K-8 District specifications for 21st Century learning environments. Thirty-one permanent classrooms (including 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the district's vision and

specification for 21st Century classrooms for K-8 schools. The 2 science labs were previously improved in 2014. Proposed improvements include demolishing the current MPR and constructing a new 8,075 square foot MPR/Gymnasium to include a kitchen, serving/presentation space, gymnasium, lockers, storage, toilet and custodial facilities. The library is proposed to absorb the adjacent computer room #1 to increase the total square footage to accommodate 21st Century specifications for a Library Media Center. The administrative office is proposed to receive 21st Century furnishings and a monitor to promote school meetings, student programs and activities. Additional site improvements include installation of security cameras, and removal of portables. The older original eight-classroom building, and portables are being demolished to accommodate the new MPR and 2 new kindergarten and 3 TK classrooms. An ECDC consisting of 10 Title 5 classrooms to support district wide preschool/TK/K facilities is proposed as a separate project on the site.

3.3.3 CHAVEZ K-8 SCHOOL

Based on the limited site area and the need to preserve the built environment, Chavez would best function with a smaller student body and site plan that could best maximize the opportunities to comply with the district's 21st Century specifications. It is recommended that Chavez enrollment be capped at 750 TK/K-8 students in 31 permanent classrooms (8 less than the current number). Four older permanent classrooms and 2 P.E. changing rooms that have outlived their useful life are to be removed. Five existing classrooms are to be repurposed and combined to provide 3 Title 5 compliant TK classrooms. The 26 remaining classrooms (including the 4 Title 5 K classrooms and an intervention room) and library are proposed to receive 21st Century upgrades to comply with the District's vision and specifications. The 2 existing science labs were previously upgraded in 2014. The construction of a new 8,075 square foot MPR building to include a commercial kitchen, serving/presentation space, changing rooms, restrooms, PE offices, and custodial facilities is also proposed. The existing MPR is to remain and be dedicated to community events and student performances. The administrative office is proposed to receive 21st Century furnishings and a monitor to promote school meetings, student programs and activities. Additional recommended site improvements include installation of security cameras and an allowance for offsite improvements.

3.3.4 KAMALA K-8 SCHOOL

Thirty-five permanent classrooms (including 1 intervention room) are proposed to receive 21st Century upgrades. Two existing science labs were previously upgraded as part of the original conversion of the site to a K-8 facility in 2014. A new 8,075 square foot MPR/Gymnasium building is proposed to include a kitchen, serving/presentation space, gymnasium, lockers and storage, toilet, and custodial facilities. Upon completion of the new MPR/Gym, a reconfiguration of the existing MPR building into the administrative space to district specifications is proposed. The existing administration is proposed to be repurposed into support spaces. Two existing general-purpose classrooms are to be combined onto the library to include a storage room, a reading area, textbook storage, a small breakout room, and a tech work/storage room as identified in the adopted educational specifications. Additional recommended site improvements include roofing and HVAC system, as needed, improved parking/drop off, installation of security cameras, removal of all portables, and an allowance for offsite improvements.

3.3.5 CURREN K-8 SCHOOL

Thirty-eight permanent classrooms (including 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the district’s vision and specification for 21st Century classrooms. The 2 science labs were previously improved in 2014. The construction of a new 8,075 square foot MPR/Gym building to include a kitchen, serving/presentation space, gymnasium, lockers and storage, toilet, and custodial facilities is proposed. Upon completion of the new MPR/Gym, the reconfiguration of the existing MPR building into a library is proposed. The existing library facility is proposed to be converted into a staff lounge. The demolition and construction of a new administration building is also proposed. Additional recommended site improvements include roofing and HVAC upgrades, as needed, installation of security cameras, improved parking/drop off, removal of existing portable student changing rooms, and an allowance for offsite improvements.

3.3.6 MARSHALL K-8 SCHOOL

The original existing facilities at Marshall need upgrade, plus the repurposing of certain facilities at the Tk/K-5 level. One existing classroom (Room 602) and its attached three preparation rooms is proposed to be repurposed into a Title 5 compliant TK classroom with its own student restroom and teacher work area. The twenty-five permanent rooms (including 8 SDC, 1 Intervention, and 2 support/RSP) are proposed to receive 21st Century classroom upgrades. The library/media is proposed to get 21st Century furniture, fixtures, and equipment upgrades. The administrative space is proposed to receive 21st Century furnishings and a monitor to promote school activities. An allowance is provided for security and roofing improvements, as needed. At completion, the total permanent classroom count at Marshall would remain at 38 classrooms, consistent with the District’s educational specifications for K-8 facilities.

3.3.7 SORIA K-8 SCHOOL

As one of the newer schools in the District, Soria Elementary needs limited upgrades to accommodate district K-8 specifications for 21st Century environments. Thirty-seven permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21st Century upgrades limited to the addition of markerboards where necessary, modern and flexible student desks and chairs, and three broadband-connected high-definition video displays to each classroom. TK facilities will continue to be provided at other school site locations. Where applicable, the removal of existing teaching walls, technology counters, and smart boards would be required to accommodate 21st Century improvements. No improvements are proposed to the library, administration, and MPR facilities.

3.3.8 FRANK 6-8 SCHOOL

Thirty-five permanent classrooms are proposed to receive 21st Century upgrades to comply with the District’s vision and specification for grade 6-8 classrooms. Six science lab classrooms are to be upgraded and receive modernization where needed. A modernized 21st Century library/media center is proposed to support 21st Century improvements. Both music rooms are to receive 21st Century upgrades and modernized improvements to replace flooring, upgrade acoustical wall surfaces and painting, where

needed. Limited improvements to the existing MPR/Gym facility are proposed to support 21st Century specifications. Based on the existing 44 permanent classrooms, it is recommended that the classrooms support the following academic programs:

- General Purpose – 26
- Science Lab/Academy -6
- Engineering Robotics – 2
- SDC – 6
- Intervention – 1
- Band – 2
- Art – 1

The administrative offices would receive 21st Century furnishings and a monitor to promote school activities. Additional site improvements include roofing and HVAC upgrades, installation of security cameras, and removal of portables.

PROGRAM FUNDING & EXPENDITURES

The following section reviews existing and anticipated sources of funds for implementing the proposed facilities projects identified as part of the Enhanced Master Construct Program. Three major sources are considered: the State School Facilities Program (SFP), general obligation bonds, and estimated developer fees. The District has a history of participating in the State SFP by upfronting the costs of eligible local school improvements and then seeking reimbursements from the State for eligible expenses and amounts. The District has previously passed local GO bond measures in support of the Master Construct Program at substantially high rates of local voter approval in 2012, 2016, and 2022.

4.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California (State) 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 for OPSC programs is provided periodically by voter approved state-wide ballot measures and/or by direct general fund appropriations as authorized by the legislature and approved by the governor. The disbursement of funds is allocated 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. To receive State grants, a district is required to match the grant portion from available district funds. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a financial hardship review (Financial Hardship) and approval by the OPSC and the SAB, subject to additional constraints and requirements.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Received applications after September 12, 2018, for new construction and after March 1, 2019 for modernization are now being placed on an “Applications Received Beyond Bond Authority” waiting list in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. To qualify for this waiting list for State funds, districts are required to adopt a Board resolution acknowledging the shortfall and the application’s inclusion under the “Applications Received Beyond Bond Authority List.”

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

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

4.1.1 STATE AID MODERNIZATION

The SFP Modernization Program provides funds on a 60-40 State and local sharing basis for improvements that enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2023 pupil grant is currently \$6,086 for elementary grades and \$6,436 for middle school grades. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive costs 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.

Table 1 provides a summary of the SFP modernization grants received to date with the implementation of the Master Construct Program totaling approximately \$3.9 million. These grants were received as

reimbursement modernization grants from prior SFP eligible improvements made to Fremont, Harrington, Lemonwood, Elm, and McKinna. These funds have been used in support of the Master Construct Program.

Table 1: Estimated Modernization Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total Grant
1 Fremont	57/72538-00-026	131	8	\$1,003,960	\$93,926	\$1,097,886
2 Harrington	57/72538-00-027	87	0	\$581,160	\$108,508	\$689,668
3 Lemonwood	57/72538-00-028	175	0	\$841,400	\$239,311	\$1,080,711
4 Elm	57/72538-00-029	101	0	\$485,608	\$126,260	\$611,868
5 McKinna	57/72538-00-030	78	0	\$375,024	\$68,422	\$443,446
Total		572	8	\$3,287,152	\$636,427	\$3,923,579

Table 2 summarizes the District’s estimated current and future eligibility for State modernization grants for remaining eligible permanent and portable classrooms based on 2022-23 school site enrollment and the 2023 per pupil grants. During Phase 1 scheduling of eligible projects for the FY2022-26 period, the District may be eligible for approximately \$29 million in remaining State matching modernization grants from existing classrooms. A local match of approximately \$19.3 million would be required by the District to access these grants. Future eligibility of approximately \$17 million is estimated to be available through Phase 2 for the period 2027-2030, requiring a then local match amount of approximately \$11.4 million. In total, approximately \$46 million in modernization grant eligibility is anticipated based on maintaining current enrollment at the eligible school sites.

Table 2: Estimated Modernization Eligibility by Phase

School	FY2022-23 Enroll	Pupil Grant	Phase 1 (2023-2026)	Phase 2 (2027-2030)	Total Grant (60%)
1 Harrington	538	\$6,086	\$0	\$0	\$0
2 Elm	483	\$6,086	\$0	\$0	\$0
3 McKinna	590	\$6,086	\$0	\$0	\$0
4 Rose Avenue	497	\$6,086	\$456,450	\$0	\$456,450
5 Brekke	590	\$6,086	\$3,359,472	\$0	\$3,359,472
6 McAuliffe	510	\$6,086	\$3,103,860	\$0	\$3,103,860
7 Ritchen	504	\$6,086	\$2,988,226	\$0	\$2,988,226
8 Ramona	579	\$6,086	\$3,091,688	\$0	\$3,091,688
9 Marina West	489	\$6,086	\$0	\$2,976,054	\$2,976,054
10 Sierra Linda	525	\$6,086	\$3,195,150	\$0	\$3,195,150
11 Lemonwood	928	\$6,086	\$0	\$0	\$0
12 Marshall	729	\$6,086	\$0	\$3,955,900	\$3,955,900
13 Driffill	1008	\$6,086	\$0	\$0	\$0
14 Chavez	879	\$6,086	\$0	\$5,349,594	\$5,349,594
15 Curren	921	\$6,086	\$304,300	\$0	\$304,300
16 Kamala	954	\$6,086	\$912,900	\$0	\$912,900
17 Soria	921	\$6,086	\$0	\$0	\$0
18 Frank	1045	\$6,436	\$6,725,620	\$0	\$6,725,620
19 Fremont	738	\$6,436	\$0	\$4,749,768	\$4,749,768
20 Dr. Lopez Academy	758	\$6,436	\$4,878,488	\$0	\$4,878,488
Total	14,186		\$29,016,154	\$17,031,316	\$46,047,470

These amounts are subject to annual review and require the submittal and approval of DSA of proposed improvements prior to submittal to OPSC for consideration. Therefore, the actual amount received may be further influenced by the plan of sequence and phasing that may be undertaken by a district in the implementation of its capital program.

4.1.2 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 2023 pupil grant is currently \$15,983 for elementary grades and \$16,904 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 3 provides a summary of funding received from new construction reimbursement grants during the period of the current Master Construct Program's totaling approximately \$30.9 million. As previously presented to the Board, the District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. All of these funds have been used or pledged in support of the Master Construct Program.

Table 3: SFP New Construction Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total 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
5 Ritche Kinder	50/72538-00-016	0	18	\$638,712	\$134,140	\$772,852
6 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$138,485	\$777,197
7 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$139,292	\$778,004
8 McKinna	50/72538-00-022	0	28	\$770,245	\$1,120,264	\$1,890,509
9 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$128,109	\$766,821
Total		1,448	135	\$24,859,576	\$6,075,365	\$30,934,941

4.1.3 PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN FACILITIES

At various times, the State provides limited funds for competitive applications to fund specific school facilities. The State’s Full Day Kindergarten Facilities Grant Program was initiated in 2019 to provide one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction.

The Governor’s budget for FY2021-22 expanded the program, including \$490 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten, or kindergarten instruction. A state/local match of 75/25 is required for transitional kindergarten and preschool projects or half-day kindergarten programs converting to full day. Districts that already have full-day kindergarten programs require a 50/50 match (state/district) for new construction and a 60/40 (state/district) match for retrofit projects.

Three funding rounds have been completed for the program and the application submittal period for the fourth funding round application closed on March 2, 2023. The District previously was awarded grants under the third funding round for new classrooms at Driffill elementary school totaling \$7 million, requiring a \$3 million District match for a total project cost of \$10 million. Ten new 21st Century classrooms to create an early childhood village at Driffill elementary are currently in the planning and design phase to include four classrooms for preschool, four classrooms for TK, and two classrooms for kindergarten. An application was subsequently submitted to the State for new classrooms at Marina West for approximately \$8.2 million, requiring a \$2.7 million District match, for ten classrooms (four preschool, four TK, and two kindergarten) for a similar early childhood development center and is currently under review by the OPSC. The OPSC has scheduled a SAB meeting to consider the apportionment to grant recipients for September 2023.

4.1.4 SUBMITTED STATE AID APPLICATIONS

Table 4 presents State aid applications that have been filed with the OPSC that are awaiting review and funding by the State, totaling approximately \$11.4 million. It also reflects the current pupil grant amounts in effect for 2023 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs.

Over the last six months, CFW received a request from the OPSC to provide an updated review of the District’s new construction eligibility in response to the State’s review of the District’s new construction funding application for the Rose Avenue project. CFW updated the District’s new construction baseline eligibility based upon the school year 2022-23 enrollment and current residential development information from the City of Oxnard. The new enrollment figures and updated housing developments within the District boundaries, although positive at the lower grade levels, still did not result in a positive new construction eligibility baseline. Therefore, the District was found to not have any remaining eligibility for any grant amounts under the State’s SFP based on its significant decline in enrollment. Subsequently, the Rose Avenue new construction application was withdrawn for further consideration for funding at this time.

Applications have been filed for the modernization projects planned at Ritche and McAuliffe elementary schools. These applications for Ritche and McAuliffe elementary schools have been submitted assuming Financial Hardship. Should the District choose to accelerate these projects with local funding, these applications may be amended to require a 60/40 matching share. This would result in a reduced grant of approximately \$3.5 million for McAuliffe, requiring a \$2.4 million District match and a grant of approximately \$3.3 million for Ritche, requiring a \$2.2 million District match.

Table 4: 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
McAuliffe	Mod.	534	534	0	0	0	0	\$3,249,924	\$324,992	\$5,958,194
Ritche	Mod.	491	491	0	0	0	0	\$2,988,226	\$298,823	\$5,478,414
Total		1,025	1,025	0	0	0	0	\$6,238,150	\$623,815	\$11,436,608

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

The above analysis on State aid eligibility and submitted applications is based on existing rules which are periodically adjusted by the OPSC, SAB, or the legislature when a new bond is considered. The assumptions are based on rules that are currently in effect and any change in rules or eligibility factors (e.g., enrollment) may impact the receipt of funds. 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.

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

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

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

4.2 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 meet the District’s match requirement for eligible State assistance projects. The purpose of these fees is to mitigate the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$4.79 per square foot of residential development and \$0.78 per square foot of commercial and industrial development

- **Level 2** fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A Developer Fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program’s inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$11.3 million in additional developer fee revenues as of April 30, 2023, for a grand total of \$14.7 million in collected revenues. The District’s 2022-23 Second Interim Budget report projects an ending balance of approximately \$2.5 million as of June 30, 2023. For purposes of this report, it is assumed that the District may collect approximately \$3.7 million over a year period for a total of \$11.1 million. In total, approximately \$13.6 million is assumed to be available towards remaining improvements.

In April 2022, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study prepared by Cooperative Strategies that established the justification for collecting Level 1 fees. Based on the District’s fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or \$3.16 per square foot for residential development and varied rates per square foot for commercial development as follows:

Table 5: Maximum School Fee per Square Foot for Commercial Development

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

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

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 7,067 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 7,067 future units, 4,452 are expected to be single family detached and 2,615 are expected to be multi-family attached units. By dividing the total amount of anticipated units (7,067) by the buildout period (13 years), it is anticipated that approximately 544 units may be built each year from 2022 through 2035. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by

the District during this period. Based on the Level 1 fee of \$3.16 per square foot of new residential development and the total square footage of approximately 1 million resulting from the construction of 544 units, the District could receive an estimated \$3.7 million in developer fees annually, however actual revenues could vary based on fluctuations in development activity.

As reported in December 2021, Cooperative Strategies reported to the District that due to the District's enrollment declines, Level 2 fees are no longer justified, and the District will have to revert to Level 1 fees. For purposes of budgeting for the program, Level 1 fee of \$3.16 has been assumed in projected available developer fee funds for the program. 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 resume collecting Level 2 fees.

4.3 GENERAL OBLIGATION BONDS

The District has used general obligation (G.O.) bonds historically to fund major school facility improvements and has been very successful in making use of public financing options and garnering community support to improve school facilities, including those as part of the Master Construct Program. The District successfully passed local voter approved G.O. bond authorizations in 1997, 2006, 2012, 2016, and 2022. The latter three are in direct support of the Master Construct program. These bonds are secured by an annual levy on all taxable parcels within the boundaries of the district. The levy is based on the assessed value of a parcel as determined by the county, pursuant to Proposition (Prop.) 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time. Appendix B summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

4.3.1 PAST AND REMAINING G.O. BOND AUTHORIZATIONS

The 1997 authorization was approved by voters and authorized the sale of \$57 million in G.O. bonds, pursuant to Proposition 46 which does not set a maximum annual tax rate for the purposes of issuing remaining bond authorization. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. It is anticipated to be fully retired by 2033.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. It is anticipated to be fully retired by 2036.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. It is anticipated to be fully retired by 2044.

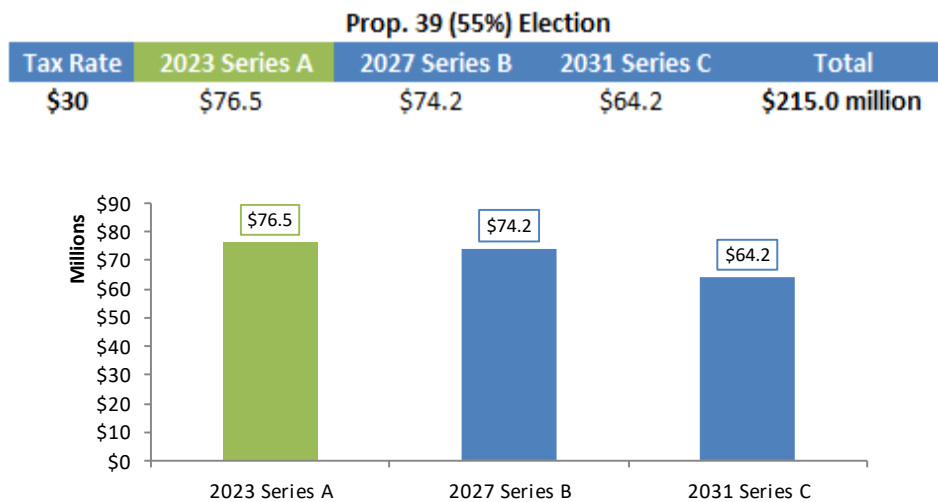
The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election.

In November 2022, voters in the District approved Measure I and authorized the sale of \$215 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing the remaining bond authorization. In March 2023, the District issued the first series of bonds from the 2022 Election in the amount of approximately \$76.5 million, leaving a remaining authorization of approximately \$138.5 million. The amount of bonds sold was based on the receipt of a debt limit waiver from the State Board of Education which approved in May 2023.

4.3.2 REMAINING G.O. BOND AUTHORIZATION AND PROJECTED FUTURE BOND PROCEEDS

Assuming that the District’s assessed valuation continues to grow as presented in Exhibit B 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 is projected to issue its remaining bond authorization of approximately \$138.5 million in bond proceeds over a projected 8-year period based on current market conditions. Based on the above assumptions and those in Exhibit B, Figure 1 depicts the above projection and assumes that additional bond proceeds may be available in 2027 and 2031, respectively beyond the amount sold in May.

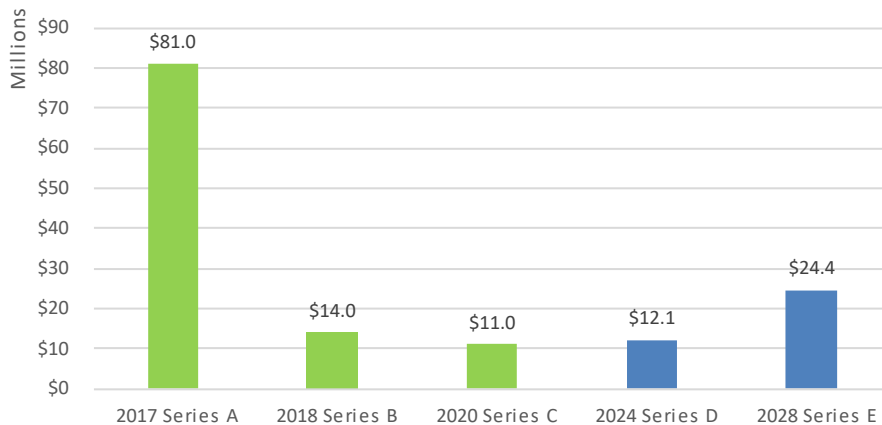
Figure 1: Estimated Measure D Bond Proceeds at \$30 Tax Rate Per \$100,000 of Assessed Value



In addition to the above, the District has approximately \$36.6 million in remaining authorization from Measure D election approved by voters in 2016 b Based on the above assumptions and those in Exhibit B, Figure 2 depicts the bond proceeds issued to date thru 2020 and the projected bond proceeds that may be available from the remaining authorization of Measure D based on the above assumptions and those

in Exhibit B. Figure 2 illustrates the estimated timing and size of remaining bond issuances in support of the Enhanced Master Construct Program which projected to be available over two bond sales in 2024 and 2028 for a combined total of \$36.5 million.

Figure 2: Estimated Timing and Sizing of Remaining Measure “D” Bond Proceeds



The projections above for the issuance of the remaining authorization for Measure D and I, respectively are used to estimate the amount of bond proceeds available to fund the Enhanced Master Construct Program over phases as presented in the proposed Master Budget in Section 5. In both Figure 1 and Figure 2, the actual size and timing of the remaining bond sales depend on the prevailing market conditions at that time and the actual assessed valuation growth between bond sales required to maintain tax rates for bond repayments within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. The issuance of additional bonds will also require additional authorization from the State Board of Education for a waiver to increase the District’s bonding capacity.

The District’s outstanding bonds in both cases are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by Ventura County, pursuant to Proposition 13 and the corresponding tax rate is typically expressed in an amount per \$100,000 of assessed value. The tax rate for a given fiscal year is based on the County’s policies calculated to make the required bond interest and principal payments for a given period. In some cases, the County may initially over levy to establish a reserve fund which can be applied over time to better manage the tax rate required to repay the bonds from year to year. As a result, there can be a variance between the estimated tax rate required to make interest and principal payments and the calculated tax rate levied on property within the District. A variance can also be attributed to the collection of unitary taxes. In FY2022-23, Ventura County levied a tax rate of \$99.20 per \$100,000 of assessed value for the District’s combined outstanding bonds.

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program is being integrated into the Enhanced Master Construct Program with the projects in progress serving as the bridge between the two programs. Utilizing estimated State aid eligibility for modernization funding, estimated developer fees, remaining bond authorization from Measure “D”, and authorization from the 2022 Measure “I” General Obligation (G.O.) bond authorization, a phasing program is proposed for the implementation of the proposed improvements. Proposed facilities improvements are presented in phases to reflect the expected availability of funds and projected sequencing of projects during construction. Proposed sources and uses of funds, along with constraints, have been identified and a proposed plan of sequencing has been prepared. The estimated costs provided represent a combination of “hard” and “soft” costs. In combination, they comprise what is properly called the total “Project Cost”. Hard costs result from the construction itself (e.g. bricks and mortar). Soft costs are those planning and design costs and fees that are an integral part of the building process and are usually precursors to, or supportive of, the construction. These include professional fees and other related, non-construction costs.

5.1 PROPOSED MASTER BUDGET SOURCES AND USES

Since its adoption, the District’s facilities program has been focused on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with 21st Century Learning Environments that meet adopted Board specifications and program requirements. Up to this point, the Program has led to the design of eight new 21ST Century schools, the construction of 6 such schools to date with the completion of the seventh school expected in 2023. In addition, it has led to the construction of two Early Childhood Development Centers (ECDC) with a third in design, the acquisition of 2 school sites, and the design and approval of two elementary schools for modernization. It has also provided for the expansion of construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

Additional consideration was made to secure funding based on the completion of projects to date, the Board’s desire to maintain equity with remaining sites in need of improvement, and the State’s increasing mandates to the educational and facilities program. The District’s Enhanced Facilities Master Program identifies additional projects that qualify for State modernization grants and are eligible for funding via local voter approval bond programs. The District is now actively planning for the following approved projects:

- Reconstruct Fremont Academy 6-8 School and Dr. Lopez Academy middle school campuses

- Provide 21st Century upgrades throughout Frank Middle School’s existing facilities
- Upgrade/reconstruct transitional kindergarten/Kindergarten and support facilities and 21st Century classroom improvements at Chavez, Kamala and Curren, Driffill, Soria, & Marshall
- Provide 21st Century classroom improvements and reconstruct select support facilities to maintain equity at Ritchen, Ramona, McAuliffe, and Brekke
- Construct additional transitional kindergarten and early childhood education classrooms over time at select school sites throughout the District

Tables 6 and 7 provide a proposed integrated master budget of estimated sources and uses beginning with a summary accounting of previously completed projects followed by the next phases of remaining improvements as identified in the adopted Enhanced Master Construct Program. Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program reserve of \$922,621. The total budgets for completed projects have remained the same since the January 2023 report with no recommended adjustments. Upon final closeout and expenditures of projects, total funding sources and expenditures for completed projects will be adjusted to reflect actuals.

Four estimated major funding sources are proposed to finance the remaining improvements under the Enhanced Master Construct program including estimated remaining reserves from previous phases, remaining and new General Obligation (GO) authorizations, modernization State aid grants or grants received from the State’s TK/K program, and estimated developer fees. There is an estimated \$922,621 in remaining program reserve from the previous phases that is projected to be available towards funding remaining improvements. Approximately \$214.2 million is available from the recently approved Measure “I” and is projected to be to fund the program over three-year phases in 2023 and ending in 2031. An additional \$36.5 million in remaining GO bond authorization from Measure D is estimated to be available over two phases in 2024 and 2028 to assist in funding planned improvements. Approximately \$47 million in estimated State Aid modernization and TK/K grants may be garnered over time including approximately \$11.4 million in estimated financial hardship modernization grants at McAuliffe and Ritchen, \$7 million in the State’s Kinder program grants for Driffill, and \$28.6 million in estimated modernization eligibility at Curren, Lopez, Brekke, Frank, Ramona, Chavez, Kamala, and Marshall over time. Per the District’s 2022-23 Second Interim Budget report, approximately \$2.5 million may be available from developer fees as of June 30, 2023, and \$11.1 million is estimated to be collected over a three-year period as identified in the District’s Developer Fee Report as summarized in Section 4 of this report.

As shown in Table 7, approximately \$267.9 million is estimated in total anticipated costs. A Program Reserve of \$44.3 million is recommended providing a grand total integrated budget of \$312.2 million in remaining estimated project improvements to be funded over the proposed remaining phases. These amounts, however, exclude a pending grant application for the proposed Marina West ECDC that is currently under review by OPSC for funding under the State’s kinder program. Should the District successfully garner a grant for Marina West, a corresponding funding source and use will be added at the next semi-annual review for consideration.

Table 6: Proposed Master Budget - Estimated Funding Sources

Estimated Sources	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Previous Phases						
Capital Funds	\$265,321,079	\$922,621	\$0	\$0	\$922,621	\$266,243,700
Subtotal	\$265,321,079	\$922,621	\$0	\$0	\$922,621	\$266,243,700
Measure "D" - 2016 GO Bond						
Series D (2024)	\$0	\$12,100,000	\$0	\$0	\$12,100,000	\$12,100,000
Series E (2028)	\$0	\$0	\$24,400,000	\$0	\$24,400,000	\$24,400,000
Subtotal	\$0	\$12,100,000	\$24,400,000	\$0	\$36,500,000	\$36,500,000
Measure "I" - 2022 GO Bond						
Series A (2023)	\$0	\$75,806,148	\$0	\$0	\$75,806,148	\$75,806,148
Series B (2027)	\$0	\$0	\$74,200,000	\$0	\$74,200,000	\$74,200,000
Series C (2031)	\$0	\$0	\$0	\$64,200,000	\$64,200,000	\$64,200,000
Subtotal	\$0	\$75,806,148	\$74,200,000	\$64,200,000	\$214,206,148	\$214,206,148
Additional State Aid						
Est. Modernization (Fin. Hardship)	\$0	\$11,436,608	\$0	\$0	\$11,436,608	\$11,436,608
Est. Modernization (60%/40%)	\$0	\$0	\$5,182,788	\$23,395,174	\$28,577,962	\$28,577,962
Driffill PS/TK/K Grants	\$0	\$7,001,068	\$0	\$0	\$7,001,068	\$7,001,068
Subtotal	\$0	\$18,437,676	\$5,182,788	\$23,395,174	\$47,015,638	\$47,015,638
Additional Developer Fees						
2022-23 2nd Int. - 6/30/23 Balance	\$0	\$2,461,160	\$0	\$0	\$2,461,160	\$2,461,160
Est. Developer Fee Collections	\$0	\$11,100,000	\$0	\$0	\$11,100,000	\$11,100,000
Subtotal	\$0	\$13,561,160	\$0	\$0	\$13,561,160	\$13,561,160
Total Sources	\$265,321,079	\$120,827,605	\$103,782,788	\$87,595,174	\$312,205,567	\$577,526,646

Table 7: Proposed Master Budget - Estimated Uses

Estimated Uses	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Acquire New K-5 Elementary Site	\$7,767,119				\$0	\$7,767,119
Acquire New K-5/Middle School Site	\$9,756,633				\$0	\$9,756,633
Doris/Patterson K-5	\$492,786				\$0	\$492,786
Doris/Patterson 6-8	\$278,057				\$0	\$278,057
Seabridge K-5	\$3,019,331				\$0	\$3,019,331
Harrington K-5	\$23,776,013				\$0	\$23,776,013
Elm K-5	\$32,878,847				\$0	\$32,878,847
Lemonwood K-8	\$41,990,714				\$0	\$41,990,714
McKinna K-5	\$36,191,904				\$0	\$36,191,904
Rose Avenue K-5	\$51,071,913				\$0	\$51,071,913
Planning for K-8 MPRs	\$166,253				\$0	\$166,253
Harrington Kindergarten Annex	\$3,215,039				\$0	\$3,215,039
Lemonwood Kindergarten Annex	\$3,571,599				\$0	\$3,571,599
Technology	\$12,234,498				\$0	\$12,234,498
McAuliffe K-5	\$3,244,674	\$5,958,194		\$1,684,396	\$7,642,590	\$10,887,264
Ritchen K-5	\$3,595,981	\$5,478,414		\$887,727	\$6,366,142	\$9,962,123
Brekke K-5	\$2,184,562			\$8,000,033	\$8,000,033	\$10,184,594
Ramona K-5	\$2,192,490			\$7,354,070	\$7,354,070	\$9,546,560
Driffill K-8	\$429,872		\$13,005,183		\$13,005,183	\$13,435,055
Chavez K-8	\$649,121			\$14,696,311	\$14,696,311	\$15,345,432
Kamala K-8	\$619,816			\$19,708,843	\$19,708,843	\$20,328,658
Curren K-8	\$598,603		\$26,442,963		\$26,442,963	\$27,041,566
Marshall K-8	\$13,019,406			\$5,376,218	\$5,376,218	\$18,395,624
Soria K-8				\$3,904,945	\$3,904,945	\$3,904,945
Fremont 6-8	\$1,901,281	\$65,758,461			\$65,758,461	\$67,659,742
Frank 6-8				\$15,290,123	\$15,290,123	\$15,290,123
Dr. Lopez 6-8	\$1,079,278	\$8,258,770	\$46,799,697		\$55,058,467	\$56,137,745
ECDC at Driffill		\$10,001,526			\$10,001,526	\$10,001,526
ECDC at Rose Avenue		\$4,929,979			\$4,929,979	\$4,929,979
Brekke ES COP Lease Payments	\$3,831,453				\$0	\$3,831,453
Land Acquisition COP Lease Payments	\$480,000	\$2,062,500	\$2,321,000		\$4,383,500	\$4,863,500
Additional Program Expenditures	\$4,519,836				\$0	\$4,519,836
Portables Lease Payments	\$564,000				\$0	\$564,000
Total	\$265,321,079	\$102,447,844	\$88,568,843	\$76,902,667	\$267,919,354	\$533,240,433
Program Reserve	\$0	\$18,379,761	\$15,213,945	\$10,692,507	\$44,286,213	\$44,286,213
Total Uses	\$265,321,079	\$120,827,605	\$103,782,788	\$87,595,174	\$312,205,567	\$577,526,646

5.2 MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the January 2023 Semi-Annual Report, the total budget was approximately \$332.6 million for projects under current implementation, exclusive of the net balance of the remaining Enhanced Master Construct that have been subsequently integrated into this report. 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 8 provides a summary report of expenditures made for the Program during the period July 1, 2012 – April 30, 2023, totaling approximately \$238.6 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 is 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 January 2023 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2023 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 8, 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, 2023, the District disclosed expenditures of approximately \$35.3 million for additional facilities improvements not identified in the Master Construct Program. Of the total, \$14.5 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.

5.3 PROPOSED SEQUENCING

The proposed plan of sequencing begins the process with the design and construction of Fremont at its proposed new location. Upon completion, students from Fremont would be moved into the new school. The old facility would be retained as long as possible to provide “swing space” to be used to house the next proposed projects to be constructed in sequence. Upon completion in its role as “swing space”, the old Fremont campus will be removed and replaced with appropriate field space in support of the new campus for school and community use.

Likewise, the construction of the new Lopez campus would be done in a similar fashion to that undertaken at Lemonwood, with the new building designed and constructed first on the adjacent playfield while the existing school remains in operation. Upon completion, the old building would be ultimately demolished and play fields provided in its place. In the interim, the old facility would operate as additional “swing space” to expedite the completion of the next sequence of schools to be improved.

Both Driffill and Frank are proposed to be improved with students in place. At Driffill, the proposed facilities that do not displace existing uses would be built first. The portables on site would be used in combination with newly constructed classrooms, including those in the proposed ECDC, to provide “swing space” as the remaining classrooms, including those in the P2P wing, are upgraded. A similar approach is anticipated at Frank through a phased classroom improvement program by utilizing the existing portable as “swing space” in combination with completed classrooms once they receive upgrades.

An additional option, if necessary, is to maximize capacity to full enrollment at all 21st Century replacement or improved existing schools allowing the provision for the use of other select schools to be used as “swing space” in addition to those identified above. Once improvements at those schools needing “swing space” are complete, students will return to their school of residence.

5.4 PROPOSED PROGRAM MASTER SCHEDULE

As summarized in Tables 9-11, the estimated cost for remaining improvements is estimated to be implemented over three remaining phases (Phases 3-5) beginning in FY2022-23 through FY2030-31. Phase 3 completes improvements at Fremont, McAuliffe, Ritchen, and the proposed Driffill ECDC facility. ECDC facilities are also proposed at Rose Avenue as well as COP land acquisition payments. Design activities are proposed to be implemented for the reconstruction of Dr. Lopez 6-8 school. Bond proceeds from existing authorization and the new measure are proposed to front the brunt of required costs. State modernization grants and awarded and projected grants under the State’s Preschool/TK/K are projected

to be also available and may assist in funding. Estimated developer fees are proposed to assist with funding, as available. Phase 3 improvements are projected to be complete by the end of FY2026-27.

Table 9: Phase 3 (FY2022-23 – FY2026-27) Master Schedule and Sequencing

Project	Estimated Budget
McAuliffe K-5	\$5,958,194
Ritchen K-5	\$5,478,414
Fremont 6-8	\$65,758,461
Dr. Lopez 6-8	\$8,258,770
ECDC at Driffill	\$10,001,526
ECDC at Rose Avenue	\$4,929,979
Land Acquisition COP Lease Payments	\$2,062,500
Total	\$102,447,844
Program Reserve	\$18,379,761
Total Uses	\$120,827,605

Phase 4 completes improvements at Driffill, Curren, and Lopez. Land acquisition COP lease payments would also be provided. Bond proceeds from existing authorization and from the second series of bond sales from the new bond measure would fund a major portion of anticipated costs. The balance is anticipated to be from State grants. Phase 4 improvements are projected to be complete by the end of FY2030-31.

Table 10: Phase 4 (FY2026-27 – FY 2030-31) Master Schedule and Sequencing

Project	Estimated Budget
Driffill K-8	\$13,005,183
Curren K-8	\$26,442,963
Dr. Lopez 6-8	\$46,799,697
Land Acquisition COP Lease Payments	\$2,321,000
Total	\$88,568,843
Program Reserve	\$15,213,945
Total Uses	\$103,782,788

Phase 5 completes improvements at McAuliffe, Ritchen, Brekke, Ramona, Chavez, Kamala, Marshall, Soria, and Frank. Proceeds from the third series of bond sales from the new bond measure would fund a major

portion of anticipated costs. The balance is anticipated to be from State grants. Phase 5 improvements are projected to be complete by the end of FY2034-35.

Table 11: Phase 5 (FY2031-32 - FY2034-35) Master Schedule and Sequencing

Project	Estimated Budget
McAuliffe K-5	\$1,684,396
Ritchen K-5	\$887,727
Brekke K-5	\$8,000,033
Ramona K-5	\$7,354,070
Chavez K-8	\$14,696,311
Kamala K-8	\$19,708,843
Marshall K-8	\$5,376,218
Soria K-8	\$3,904,945
Frank 6-8	\$15,290,123
Total	\$76,902,667
Program Reserve	\$10,692,507
Total Uses	\$87,595,174

Based on the identified phasing plan, Table 12 provides a summary of proposed projects under management, including those that are currently underway totaling approximately \$140 million.

Table 12: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Construct:			
Rose Avenue	Jan-2017	Sep-2023	\$51,071,913
Fremont 6-8	Dec-2022	Nov-2025	\$65,758,461
Driffill ECDC	Nov-2022	Oct-2024	\$10,001,526
Rose Avenue ECDC	Sep-2023	Aug-2025	\$4,929,979
Planning/Design:			
Dr. Lopez 6-8	Sep-2023	Aug-2024	\$8,258,770
Total			\$140,020,649

RECOMMENDATIONS

6.1 CONCLUSION & RECOMMENDATIONS

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

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

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program/Enhanced Master Construct
- 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

A.1 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 is 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
14-Dec-22	C.20	Ratification of Amendment #1 to Agreement #21-141 with Construction Testing & Engineering, Inc. to Provide Additional Inspection and Testing Services as Lab of Record Services for the Rose Avenue School Reconstruction Project	Board of Trustees ratify Amendment #1 to Agreement #21-141 with Construction Testing & Engineering, Inc. for additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project, in the amount of \$130,037.13, to be paid under Board approved Agreement #21-141 from Master Construct and Implementation Funds	Approved
14-Dec-22	D.1	Adoption of Resolution No. 22-13 Authorizing Submission of a General Waiver Request to the State Board of Education	Resolution #22-13 authorizing submission of a General Waiver Request to the State Board of Education	Approved
18-Jan-23	C.12	Approval of the Appointment of Flewelling and Moody as Architect of Record for the Driffill K-8 School Improvement Project, New Transitional Kindergarten Facilities and Approval of Architectural Services Agreement #22-201 with Flewelling and Moody	Board of Trustees appoint Flewelling & Moody as Architect of Record for the Driffill K-8 New Transitional Kindergarten Facilities Project, approve the proposed project design and site layout, and approve Architectural Services Agreement #22-201 with Flewelling & Moody, in the amount of \$387,000.00, to be paid out of Master Construct and Implementation Program Funds	Approved
18-Jan-23	C.13	Ratification of Agreement #22-202 with Sharette to Provide Building Commissioning Services for the Rose Avenue School Reconstruction Project	Board of Trustees approve Agreement #22-202 with Sharette, for Building Commissioning Services for the Rose Avenue School Reconstruction Project, January 19, 2023 through September 20, 2023, in the amount of \$17,160.00, to be paid from Master Construct and Implementation Funds	Approved
18-Jan-23	C.15	Ratification of Amendment #001 to Agreement #21-140 with Kenco Construction Services, Inc., Additional Inspector of Record (IOR) Services for the Rose Avenue School Reconstruction Project	Board of Trustees approve Amendment #001 to Agreement 21-140 with Kenco for additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project, September 1, 2022 - April 30, 2023, in the amount of \$147,840.00, to be paid from Master Construct and	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
1-Feb-23	A.11	Presentation of the January 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Board of Trustees receive the January 2023 Semi-Annual Implementation Program Update. The Report will subsequently be placed on the February 15, 2023 Board meeting agenda for adoption	Information
15-Feb-23	D.2	Approval of Resolution #22-16 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Transitional Kindergarten Classrooms	Approve Resolution #22-16 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Transitional Kindergarten Classrooms	Approved
15-Feb-23	D.3	Approval of Resolution #22-17 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Preschool Classrooms	Approve Resolution #22-17 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Preschool Classrooms	Approved
15-Feb-23	D.4	Approval of Resolution #22-18 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Kindergarten Classrooms	Approve Resolution #22-18 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Kindergarten Classrooms	Approved
15-Feb-23	D.5	Adoption of Resolution No. 22-19: Resolution Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series A, in the Aggregate Principal Amount of Not to Exceed \$78,000,000, and Approving Related Documents and Actions Including a Bond Purchase Agreement and Preliminary Official Statement	Board of Trustees adopt Resolution No. 22-19: Resolution Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series A, in the Aggregate Principal Amount of Not to Exceed \$78,000,000, and Approving Related Documents and Actions Including a Bond Purchase Agreement and Preliminary Official Statement	Approved
1-Mar-23	C.2	Ratification of Allocations of Contract Contingency #1. Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project	Board of Trustees ratify the Allocation #1 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program, at no additional fiscal impact	Approved
1-Mar-23	C.3	Ratification of Allocations of Project Contingency #2. Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project	Board of Trustees ratify the Allocation Approval Documents #2 as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program, at no additional fiscal impact	Approved
1-Mar-23	C.4	Ratification of Allocations of Allowances #3, 4, 5. Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project	Board of Trustees ratify the Contingency Allocation Approval Documents for #3, 4, and 5 as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program, at no additional fiscal impact	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
15-Mar-23	C.20	Ratification of Amendment #1 to Agreement #22-201 with Flewelling & Moody for the Drifill K-8 School Improvement Project, New Transitional Kindergarten Facilities	Board of Trustees approve Amendment #1 to Agreement #22-201, with Flewelling & Moody, for the Drifill K-8 School Improvement Project, New Transitional Kindergarten, in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), to be paid out of Master Construct and Implementation Program funds	Approved
19-Apr-23	A.13	Presentation by CFW Advisory Services Summarizing the Sale of Measure "I" Bonds	Summary of the recent sale of Measure "I" Bonds	Information
19-Apr-23	C.7	Approval to Re-establish the Architectural Pool of Approved Architectural Firms to be Eligible to Provide Proposals to the Oxnard School District for Future Architectural Services	Board of Trustees approve the updated Architectural Pool, as presented	Approved
19-Apr-23	C.17	Approval of Agreement #22-230 with Enviroplex, Inc. to provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Drifill Elementary School Improvement Project, New Transitional Kindergarten Facilities	Board of Trustees approve Agreement #22-230 with Enviroplex, Inc. to provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Drifill Elementary School Improvement Project, New Transitional Kindergarten Facilities, in the amount of \$5,000,000.00, to be paid out of Master Construct and Implementation Funds	Approved
3-May-23	C.6	Approval of Agreement #22-238 with Viola Inc. Constructors for the Drifill Elementary School Improvement Project, constructing 10 modular classrooms for New Transitional Kindergarten Facilities	Board of Trustees approve Agreement #22-238 with Viola Inc. Constructors for Drifill Elementary School Improvement Project, constructing 10 modular classrooms for New Transitional Kindergarten Facilities. The pre-construction portion will cost \$27,870.00, to be paid out of the Master Construct and Implementation Program fund	Approved
17-May-23	C.10	Approval of Agreement #22-238 with Viola Inc. Construction Service Agreement for 10 modular classrooms in Drifill Elementary	Board of Trustees approve Agreement #22-238 with Viola Inc. Constructors for Drifill K-8 New Transitional Kindergarten Facilities Project, covering the pre-construction portion of \$27,870.00, to be paid out of the Master Construct and Implementation Program funds	Approved

EXHIBIT B

B.1 GENERAL OBLIGATION BONDS

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements locally in California. More than 600 school districts in the state have issued G.O. bonds to finance necessary improvements. These bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the county, pursuant to Proposition (Prop.) 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

B.1.1 EXISTING G.O. BOND AUTHORIZATIONS & PAST ISSUANCES

The District successfully passed a local G.O. bond authorization in 1997, 2006, 2012, 2016, 2022 respectively. Table B1 summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

The 1997 authorization approved the sale of \$57 million in G.O. bonds. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. After the issuance of the 1997 Election bonds, the District issued seven series of refunding bonds between 2001 and 2022 to refinance outstanding 1995 Election bonds and generate debt service savings for District taxpayers. The 1995 Election was approved pursuant to Proposition 46 which required a 2/3 majority of voters to pass and there is no legal tax rate limit for the purposes of issuing bonds from this authorization. As of August 1, 2022, the outstanding principal to be repaid from the 1995 Election is approximately \$26.1 million.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. Subsequent to issuance of bonds, the District refunded some of the 2006 Election bonds in 2014, 2015, 2016, and 2020 to refinance outstanding 2008 Election bonds and generate debt service savings for District taxpayers. As of August 1, 2022, the outstanding principal to be repaid from the 2008 Election is approximately \$37.5 million.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. After the issuance of Election 2012 bonds, the District refunded bonds in 2019, 2020, and 2022 to refinance outstanding 2012 Election bonds and generate debt service savings for District taxpayers. As of August 1, 2022, the outstanding principal to be repaid from the 2012 Election is approximately \$95.2 million.

Table B1: Summary of District G.O. Bond Authorizations and Past Issuances

Series	Type	Sale Date	Principal Amount	Principal Outstanding	Repayment Ratio ⁽¹⁾	Years Remaining	Refunded Series
1997 Election (Prop. 46 Election)					Authorization:		\$57,000,000
New Money Issues							
1997A	Tax-Exempt GO Bond	8/5/1997	\$5,000,000	\$0	2.03	0	
1999B	Tax-Exempt GO Bond	6/30/1999	\$13,000,000	\$0	2.02	0	
2000C	Tax-Exempt GO Bond	7/11/2000	\$4,000,000	\$0	2.07	0	
2001D	Tax-Exempt GO Bond	2/20/2001	\$7,800,000	\$0	1.93	0	
2001E	Tax-Exempt GO Bond	7/24/2001	\$15,000,000	\$0	1.95	0	
2002F	Tax-Exempt GO Bond	8/6/2002	\$5,000,000	\$0	1.91	0	
2004G	Tax-Exempt GO Bond	6/30/2004	\$7,200,000	\$0	1.90	0	
Total			\$57,000,000				
Refunding Issues							
2001	Tax-Exempt GO Bond	8/15/2001	\$20,920,000	\$0	1.96	0	97A, 99B, 2000C
2010	Tax-Exempt GO Bond	3/3/2011	\$10,750,000	\$0	1.35	0	01D, 01E, 02F, 04G
2011	Tax-Exempt GO Bond	7/1/2011	\$7,275,000	\$0	1.46	0	01D, 01E, 02F, 04G
2012	Tax-Exempt GO Bond	6/21/2012	\$12,240,000	\$375,000	1.62	1	01D, 01E, 02F, 04G
2019	Taxable GO Bond	10/31/2019	\$13,765,000	\$13,590,000	1.18	9	01Ref, 11Ref
2020	Taxable GO Bond	9/3/2020	\$13,645,000	\$11,945,000	1.12	10	10Ref, 11Ref, 12Ref
2022	Tax-Exempt GO Bond	6/22/2022	\$380,000	\$186,000	1.02	0	12Ref
Total			\$26,096,000	\$1.16	10		
1997 Election 2022-23 Tax Rate: \$4.60					Remaining Authorization:		\$0
2006 Election (Prop. 39 Election)					Authorization:		\$64,000,000
New Money Issues							
2007A	Tax-Exempt GO Bond	2/8/2007	\$32,000,000	\$0	1.83	0	
2008B	Tax-Exempt GO Bond	7/11/2008	\$31,997,467	\$7,077,467	1.98	10	
Total			\$63,997,467				
Refunding Issues							
2014	Tax-Exempt GO Bond	6/4/2014	\$11,835,000	\$4,435,000	1.36	3	2007A
2015	Tax-Exempt GO Bond	4/8/2015	\$14,305,000	\$8,025,000	1.72	13	2007A
2016	Tax-Exempt GO Bond	8/31/2016	\$16,360,000	\$9,235,000	1.23	3	2008B
2020	Taxable GO Bond	9/3/2020	\$9,110,000	\$8,685,000	1.18	10	14Ref, 15Ref
Total			\$37,457,467	\$1.48	13		
2006 Election 2022-23 Tax Rate: \$23.20					Remaining Authorization:		\$0
2012 Election (Prop. 39 Election)					Authorization:		\$90,000,000
New Money Issues							
2012A	Tax-Exempt GO Bond	12/27/2012	\$18,390,000	\$455,000	1.79	4	
2013B	Tax-Exempt GO Bond	5/30/2013	\$25,500,000	\$1,030,000	1.99	5	
2014C	Tax-Exempt GO Bond	10/21/2014	\$15,750,000	\$2,025,000	2.07	15	
2015D	Tax-Exempt GO Bond	7/22/2015	\$30,360,000	\$3,790,000	1.89	5	
Total			\$90,000,000				
Refunding Issues							
2019	Taxable	10/31/2019	\$13,057,988	\$12,180,000	1.48	20	2012A, 2013B
2020	Taxable GO Bond	9/3/2020	\$68,020,000	\$65,820,000	1.38	21	2013B, 2014C, 2015D
2022	Tax-Exempt GO Bond	6/22/2022	\$10,238,000	\$9,913,000	1.39	20	12Ref
Total			\$95,213,000	\$1.43	21		
2012 Election 2022-23 Tax Rate: \$44.30					Remaining Authorization:		\$0
2016 Election (Prop. 39 Election)					Authorization:		\$142,500,000
New Money Issues							
2017A	Tax-Exempt GO Bond	3/15/2017	\$81,000,000	\$81,000,000	2.13	23	
2018B	Tax-Exempt GO Bond	3/14/2018	\$13,996,626	\$12,782,213	2.16	24	
2020C	Tax-Exempt GO Bond	11/24/2020	\$10,995,135	\$10,995,135	1.99	27	
Total			\$105,991,760	\$104,777,348	2.12	27	
2016 Election 2022-23 Tax Rate: \$27.10					Remaining Authorization:		\$36,508,240
2022 Election (Prop. 39 Election)					Authorization:		\$215,000,000
New Money Issues							
2017A	Tax-Exempt GO Bond	3/30/2023	\$76,515,000	\$76,515,000	1.98	30	
2022 Election 2022-23 Tax Rate: \$0.00					Remaining Authorization:		\$138,485,000
All Elections Total			\$393,504,228	\$340,058,815	1.75	30	
Aggregate 2022-23 Tax Rate: \$99.20							

Sources: Electronic Municipal Market Access (EMMA), Thomson Reuters, County
⁽¹⁾ Repayment ratio upon issuance of bonds ; total represents weighted average of all outstanding bonds

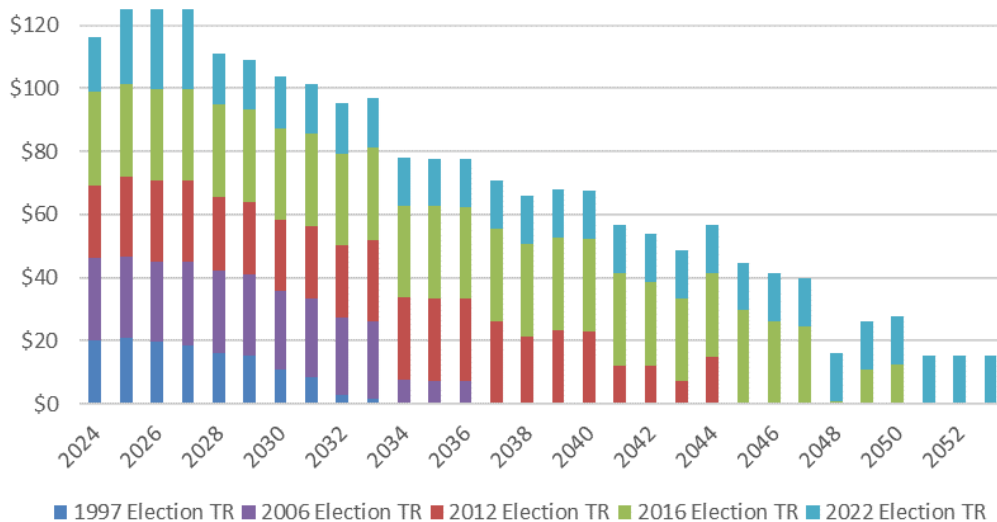
The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election. As of August 1, 2022, the outstanding principal to be repaid from the 2016 Election is approximately \$104.8 million.

In November 2022, voters in the District approved and authorized the sale of \$215 million in G.O. bonds. On February 15, 2023, the Board authorized the sale of the first series of bonds from the 2022 Election. Based on market conditions at the time of the bond sale and the District’s bonding capacity, the District sold approximately \$76.5 million in G.O. bonds leaving approximately \$138.5 million in remaining authorization.

Each of the 2006, 2012, 2016, 2022 authorizations were approved pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing bonds from each respective authorization. The District’s currently outstanding bonds, and subsequent refunding of these bonds, account for approximately \$340.1 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year (FY) 2053-54.

Figure B1 indicates the estimated tax rate required to pay the principal and interest for the District’s outstanding bonds. In FY 2022-23, Ventura County levied an aggregate tax rate of \$99.20 per \$100,000 of assessed value for the District’s outstanding G.O. bonds. Based on the interest and principal payments scheduled for the repayment of outstanding bonds and an average annual assessed value growth of 4 percent (4.0%) over the remaining term of the bonds, it is estimated that the annual tax rate to repay the bonds will begin to gradually decline over the next four years and continue to decline more rapidly thereafter.

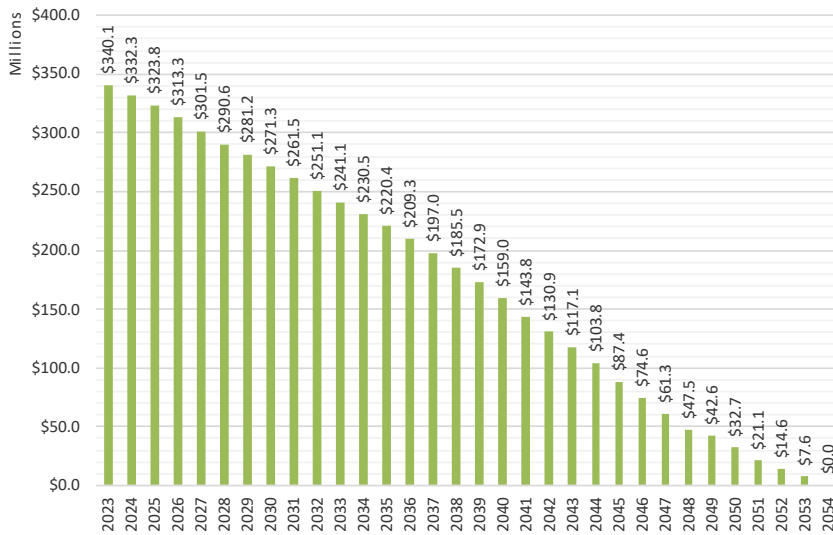
Figure B1: Estimated District G.O. Bond Tax Rates Per \$100,000 of Assessed Value



The District’s current outstanding bonds, and subsequent refunding of these bonds, account for approximately \$340 million in outstanding principal. All outstanding bonds are scheduled to be repaid by

fiscal year FY 2053-54, with total annual payments ranging between \$6.9 million and \$24.0 million for the next 31 years. Total principal to be repaid year-to-year ranges from \$5.0 million to \$13.1 million, while interest payments range from \$323,425 to \$13.1 million. Figure B2 indicates that the District had approximately \$340 million in total outstanding G.O. bonded indebtedness in FY 2022-23 and is anticipated to decline thereafter absent any additional G.O. bond sales. Absent any additional debt issuance, all current outstanding principal is scheduled to be retired by the end of FY 2053-54.

Figure B2: Remaining G.O. Bond Principal Outstanding Over Time



B.1.2 FUTURE BOND SALES

The District has remaining G.O. bond authorization from both the 2016 Election and the 2022 Election. Both authorizations are also subject to the provisions of Proposition 39 which requires a school district to certify that the estimated tax rate to repay subsequent bond sales would not exceed \$30 per \$100,000 of assessed value and establish a Bond Oversight Committee to review annual performance audits of the bond fund expenditures.

Similar to the District’s previous bond programs subject to Prop. 39, 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 non-unified school districts in California.

The District’s total assessed valuation serves as the source from which tax revenues are derived for the purpose of repaying the District’s bond debt service. As the assessed value grows, so does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table B2 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 FY 2010 through FY 2012. Overall, assessed valuation growth averaged 5.1 percent annually over the last 20 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.6 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 B2: Historic District Total Assessed Valuation

Assessed Valuations		
FYE	Total	% Change
2003	\$5,963,113,197	9.28%
2004	\$6,635,172,071	11.27%
2005	\$7,583,558,704	14.29%
2006	\$8,657,971,155	14.17%
2007	\$9,931,635,061	14.71%
2008	\$10,883,340,116	9.58%
2009	\$10,923,360,081	0.37%
2010	\$10,256,972,528	-6.10%
2011	\$10,222,956,307	-0.33%
2012	\$10,128,841,659	-0.92%
2013	\$10,224,776,805	0.95%
2014	\$10,523,302,599	2.92%
2015	\$11,258,539,314	6.99%
2016	\$11,811,053,863	4.91%
2017	\$12,231,081,218	3.56%
2018	\$12,813,934,964	4.77%
2019	\$13,410,386,931	4.65%
2020	\$14,062,908,693	4.87%
2021	\$14,639,854,133	4.10%
2022	\$15,163,509,508	3.58%
2023	\$16,040,644,236	5.78%
5-Year Average		4.59%
10-Year Average		4.61%
20-Year Average		5.07%

Education Code 15102 limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25 percent of the District’s total assessed valuation at the time bonds are to be sold. The bond limit may be exceeded by obtaining a waiver from the State.

Recently in May 2023, the State approved the District’s request for a Debt Limit Waiver, enabling the District to issue bonds up to 2.14 percent of the District’s total assessed valuation. As calculated in Table 12, using the District’s current total assessed value and effective debt limit, the District has a gross bonding capacity of approximately \$343.2 million. Table B3 indicates that the District had approximately \$340 million in total outstanding G.O. bonded indebtedness as of 2022-23, resulting in a current net bonding

capacity of approximately \$3.2 million. Overall, the District is currently utilizing 169.60 percent of its statutory bonding capacity.

Table B3: District’s Bonding Capacity

Fiscal Year 2022-23	
ASSESSED VALUATION	
Secured Assessed Valuation	\$15,214,314,339
Unsecured Assessed Valuation	\$826,329,897
DEBT LIMITATION	
Total Assessed Valuation	\$16,040,644,236
Applicable Bond Debt Limit with Waiver *	2.14%
Bonding Capacity	\$343,269,787
Outstanding Bonded Indebtedness	\$340,058,815
NET BONDING CAPACITY	\$3,210,972
% of Capacity Current Used	99.06%
<i>* 2023 Waiver</i>	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$200,508,053
Outstanding Bonded Indebtedness	\$340,058,815
% of Statutory Bonding Capacity Utilized	169.60%

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

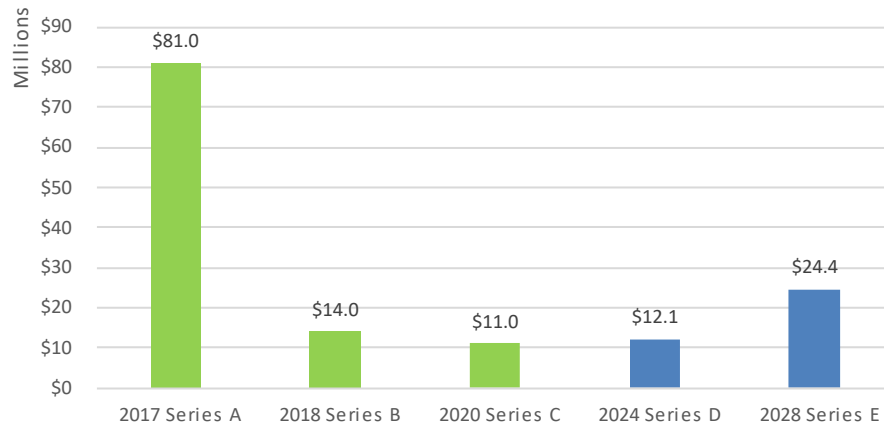
B.1.2.1 ADDITIONAL G.O. BOND SALES – 2016 ELECTION

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 2022-23, the County is levying a rate of \$27.10 per \$100,000 of assessed property value.

Figure B3 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at approximately 87 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 5

illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales.

Figure B3: Estimated Timing and Sizing of Future Measure “D” Bond Issuances



The availability of additional funds issued in 2020 Series C is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, the District has utilized Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2024 and 2028, subject to Board review and approval. The estimated amounts of \$12.1 million for the 2024 Series D issuance and \$24.4 million for the 2028 Series E issuance assume 4 percent average annual District assessed value growth moving forward. In addition, the average interest rate is assumed to be 4 percent, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25 years and will likely utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale. This analysis includes assessed values for 2022-23 as published by the County.

B.1.2.1 ADDITIONAL G.O. BOND SALES – 2022 ELECTION

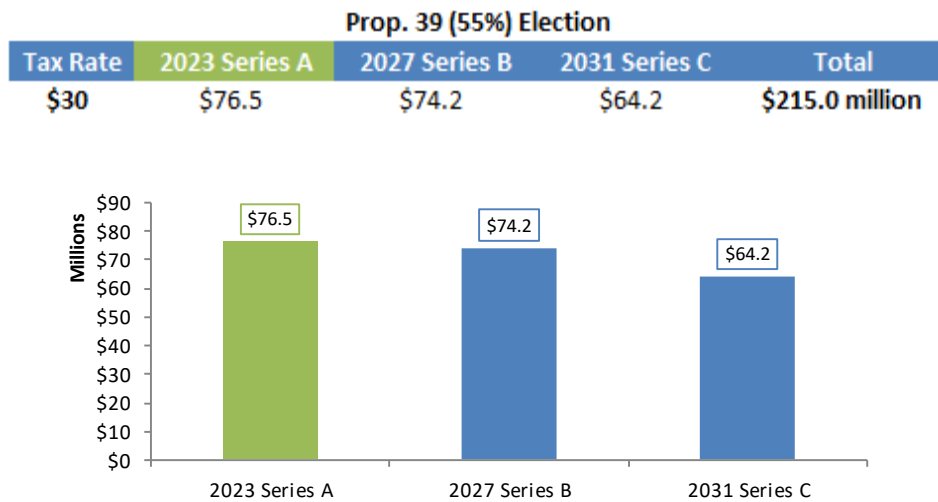
Proposition 39 authorizes school districts to issue new bonds upon a 55 percent affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an

independent citizens’ oversight committee, and annual performance and financial audits. The District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

In November 2022, voters in the District approved and authorized a new general obligation bond program which was structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District’s assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$215 million in bond proceeds over a projected 8-year period based on current market conditions.

In March 2023, the District issued the first series of bonds from the 2022 Election authorization in the amount of approximately \$76.5 million. The size and timing of the remaining bond sales depend on the needs of the overall program and can be structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. The issuance of additional bonds will require authorization from the State Board of Education for a waiver to increase its bonding capacity which the District has been successfully garnered in the past. The application for this waiver was submitted to the State Board of Education and was approved at its May 2023 meeting.

Figure B4: Estimated 2022 Election Bond Proceeds



OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section A: Preliminary

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case No. 2023040036
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Associate Superintendent
 - Assistant Superintendents

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section A: Preliminary

Recognition of Retirees (Aguilera-Fort)

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

Name	Title	Yrs/Service
Rosa Adams	School Office Manager	36
Josefina Alcalá	Campus Assistant	11
Yvonne C. Brown	Child Nutrition Cafeteria Coordinator	30
Hector M. Calix	Custodian	19
Lazaro G. Castillo	Custodian	21
Pilar Cerda	Child Nutrition Worker	18
Griselda Coronado	Paraeducator-General Education	23
Mary K. Crandall Plascencia	Director of Finance	5
Marco A. Grajales	Custodian	18
Susan Haidet	Accounting Specialist III	6
Maria D. Hernandez	Office Assistant II/JR	14
David Hornback	Warehouse Manager	35
Margarita Madueno	Child Nutrition Worker	21
Karen K. Moraga	Child Nutrition Worker	20
Enedina Rangel	Child Nutrition Worker	17
Rosa Sanchez	Child Nutrition Cafeteria Coordinator	28
Ana M. Silva	Library Media Tech/EL	6
Anthony F. Stankoski	Electrician	14
Jodi A. Stankoski	Position Control Specialist	28
Aurora C. Tapia	Campus Assistant	10
Ruben Tirado	Lead Custodian	34
Noemi Valdes	Director of Early Childhood Education	26
Jenna Allee-Munoz	Teacher Grade 2 DLI, English	23
Carlos Beltran	Teacher Grade 3	27
Sandra B. Beltran	Teacher Grade 6	7
Nancy Buenrostro	Teacher ELD Academy	19
Greta Cuiilty	Teacher Grade 1	8
John Du Bose	Teacher Sp Ed M/M	1
Laura Nolan	Teacher Physical Education	34
Yolanda Pandolfi	Teacher Grade 1 DLI	8
Julie Prater	Manager Mathematics	5

Maria	Ramos	Teacher Grade 2 DLI	34
Laura	Silva	Teacher Grade 1 DLI	32
Tammy	Smith	Principal Elementary	34
Bonnie	Sussman	Teacher Grade 1	9
Kathryn	Lasley	Teacher	24

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section A: Preliminary

Recess (10 minutes)

There will be a brief recess.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section A: Report

Measure D Citizens Bond Oversight Committee Annual Report (Mitchell)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Presentation-2022 Measure D Citizens Bond Oversight Annual Report \(8 pages\)](#)
[2022 Measure D Citizens Bond Oversight Committee Annual Report \(4 pages\)](#)

Measure D Citizens Bond Oversight Committee 2022 Annual Report to the Community



Oxnard School District
Board of Trustees Meeting
June 21, 2023

Measure D

Bond Oversight Committee

Alyssa Maria, Chair, Parent/Guardian of Enrolled Child

Lisa Latimer, Vice Chair, Community at Large Representative

Will Ray Jr., PTA/Parent Representative

Gaylaird Christopher, Senior Citizens Organization Member

vacant, Bona-fide Taxpayers Organization Member

vacant, Business Organization Representative

vacant, Community at Large Representative

Annual Report

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

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

Measure D Citizens Bond Oversight Committee

2022 Annual Report to the Community

OXNARD SCHOOL DISTRICT
May 2023



Rose Avenue Elementary School Design Renderings – IBI Group

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

Measure D is a \$142.5 million General Obligation (G.O.) bond authorization approved by voters in November 2016. All projects are consistent with the project list provided to voters by the District’s Board of Trustees. The District has issued approximately \$106.0 million in Measure D bonds, leaving approximately \$36.5 million in remaining authorization.

Construction continues at Rose Avenue. The District was awarded a State grant for new preschool, transitional kindergarten, and kindergarten facilities at Driffill. The Driffill project is currently in the design phase.

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

Sincerely,

Alyssa Maria, Chair
Measure D Citizens Bond Oversight Committee

Measure D Citizens Bond Oversight Committee

Alyssa Maria, Chair
Parent/Guardian of Enrolled Child

Lisa Latimer, Vice Chair
Community at Large Representative

Gaylaird Christopher
Senior Citizens Organization Member

Will Ray Jr.
PTA/Parent Representative

Vacant
Bona-fide Taxpayers Organization Member

Vacant
Business Organization Representative

Vacant
Community at Large Representative

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

Oxnard School District
Dr. Karling Aguilera-Fort
Superintendent

Board of Trustees
Veronica Robles-Solis, President
Jarely Lopez, Clerk
MaryAnn Rodriguez, Trustee
Monica Madrigal Lopez, Trustee
Rose Gonzales, Trustee

About Measure D

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GO Bond

\$142,500,000

Oxnard

56-72538

Purpose

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

November 2016

Project Progress

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



Project Progress

- The Modernization of McAuliffe and Ritchen Schools
 - Applications have been submitted to the State and are pending availability of funding
- New Preschool, TK and Kindergarten Facilities at Driffill Elementary School
 - 10 new PreK-K classrooms
 - Currently in the design phase

Financial and Performance Audit

Measure D funds are audited annually by an independent accounting firm

There were no audit findings in 2021-22

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

For the Fiscal Year Ended June 30, 2022

	<u>Measure "D"</u> <u>Building Fund</u>
REVENUES	
Other state sources	\$ 1,770,379
Interest earnings	79,663
Total Revenues	<u>1,850,042</u>
EXPENDITURES	
Current:	
Services and other operating expenditures	35,408
Capital outlay	14,228,072
Total Expenditures	<u>14,263,480</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,413,438)
Fund Balance, July 1, 2021	<u>29,824,041</u>
Fund Balance, June 30, 2022	<u>\$ 17,410,603</u>

Questions and Answers



Measure D Citizens Bond Oversight Committee

2022 Annual Report to the Community



Rose Avenue Elementary School Design Renderings – IBI Group

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

Sincerely,

Alyssa Maria, Chair
Measure D Citizens Bond Oversight Committee

Measure D Citizens Bond Oversight Committee

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Senior Citizens Organization Member

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Vacant
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Vacant
Business Organization Representative

Vacant
Community at Large Representative

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Oxnard School District

Dr. Karling Aguilera-Fort
Superintendent

Board of Trustees

Veronica Robles-Solis, President
Jarely Lopez, Clerk
MaryAnn Rodriguez, Trustee
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Rose Gonzales, Trustee

Measure D Overview

Overview

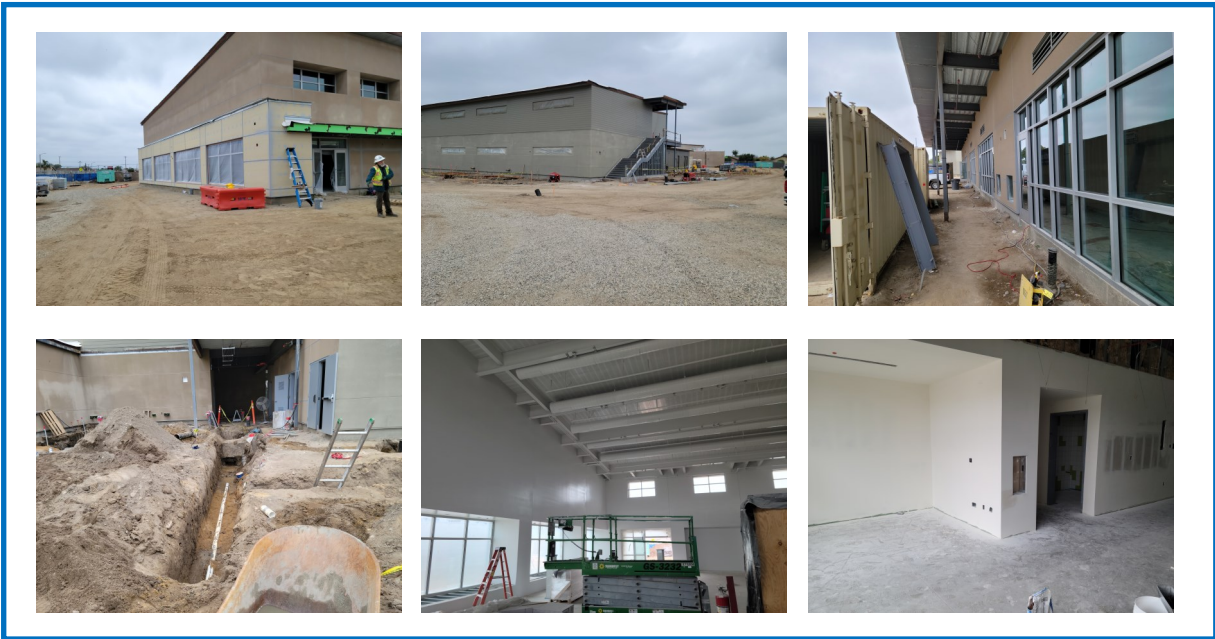
The District has adopted a Master Construct and Implementation Program which is funded through the use of Measure D, and Measure R, bond programs and other local funding sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. In November 2022, voters passed Measure I providing the opportunity for an Enhanced Master Construct and Implementation Program. Planned projects associated with the enhanced program will be provided in the next update.

The Master Construct Program has been focused on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with 21st Century Learning Environments. To date, four replacement school projects are complete and occupied. The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program. The program also completed two Early Childhood Development Centers, and the construction of additional flex-classrooms for transitional (TK) and kindergarten (K) enrollment at existing school sites.

Rose Avenue School Reconstruction

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

Construction activities are underway. The project has experienced rain delays due to the wet winter. As a result, the District is working with the contractor to establish a new date for occupation of the new facilities. Once occupation of the new facilities is complete, the old facilities will be demolished making way for construction of the new play areas.



Rose Avenue Elementary School Construction Progress

Project Progress

Modernization of McAuliffe and Ritchen Elementary Schools

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

New Preschool, TK, and Kindergarten Facilities at Driffill Elementary School

The District was awarded a grant from the State for the construction of 10 new classrooms for preschool, transitional kindergarten, and kindergarten at Driffill elementary school. The project is intended to assist Driffill in meeting the educational specifications for transitional kindergarten (TK) and kindergarten students and to assist in the creation of an Early Childhood Development Center. The project is currently in the design phase.

Financial Information

Measure D Bond Sales

Total Authorization: \$142.5 million
 Series A—\$81 million March 2017
 Series B—\$14 million March 2018
 Series C—\$11 million December 2020
 Remaining Authorization : \$36.5 million

Measure D Citizens Bond

Oversight Committee

2022 Meeting Dates

February 14, 2022

June 13, 2022

Annual Financial & Performance Audit

The integrity of Measure D funds are audited annually by an independent accounting firm. For fiscal year ending June 30, 2022, the District's auditor was Nigro and Nigro, A Professional Accountancy Corporation. As described in the independent firm's audit report, it is the firm's opinion that the financial statements present fairly, in all material respects, the financial position of the Measure D General Obligation Bond Building Fund as of June 30, 2022, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. In regards to the performance audit, the firm's opinion was that the District complied with compliance requirements for the Measure D General Obligation Bond proceeds. The Bond Oversight Committee has reviewed the independent auditor's reports, and together with their other activities, believe that Measure D funds have been spent in accordance with the language of the voter approved Measure and in a manner consistent with applicable State law.

Measure D General Obligation Bond Building Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Fiscal Year Ended June 30, 2022

	<u>Measure "D"</u> <u>Building Fund</u>
REVENUES	
Other state sources	\$ 1,770,379
Interest earnings	79,663
Total Revenues	<u>1,850,042</u>
EXPENDITURES	
Current:	
Services and other operating expenditures	35,408
Capital outlay	14,228,072
Total Expenditures	<u>14,263,480</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,413,438)
Fund Balance, July 1, 2021	<u>29,824,041</u>
Fund Balance, June 30, 2022	<u>\$ 17,410,603</u>

***There were no audit findings in
2021-22***

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section A: Preliminary

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

Introduction of newly appointed Oxnard School District administrators:

- Dr. Adalberto Fuentes, Director of Classified Human Resources
- Maria Christina Fernandez, Principal, K-5
- Matthew Haber, Manager, Mathematics
- Dr. Sarah Lepe, Manager, Special Programs
- Genaro Magaña, Principal, 6-8

FISCAL IMPACT:

Information only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 21, 2023

Agenda Section: Section A: Preliminary

Recognition of Outgoing District Superintendent (Robles-Solis)

The Board of Trustees will recognize Dr. Karling Aguilera-Fort, outgoing Superintendent, for his years of service to the Oxnard School District.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Board President that the Board of Trustees recognize Dr. Karling Aguilera-Fort, outgoing Superintendent, for his years of service to the Oxnard School District.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section B: Hearing

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section B: Hearing

Conduct Public Hearing and Adopt Resolution No. 22-37 Authorizing and Directing the Conveyance of a Right of Way to the City of Oxnard (Mitchell/Miller/CFW)

The City of Oxnard has requested a Right of Way to safely handle additional traffic, operate certain facilities and otherwise facilitate access and safety for the Rose Avenue Elementary School and the surrounding community.

The right of way is required by the City to handle additional traffic and otherwise facilitate access to the school site. The land area to be transferred by the District to the City is a roughly triangular area, approximately 48 square feet in size, on the South-West corner of the premises, at the corner of Driskill Street and La Puerta Avenue.

After appropriate public notice as required by the Education Code, commencing with Section 17556, this Board will hold a public hearing upon the question of making the dedication and conveyance of the Right of Way, followed by staff request for the adoption of Resolution No. 22-37 authorizing and directing the execution of the Grant Deed dedicating and conveying the Right of Way to the City, all as described and depicted on the Grant Deed attached to Resolution No. 22-37.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees open the public comment period to conduct a Public Hearing and for the Adoption Resolution No. 22-37 Authorizing the Conveyance of a Right of Way to the City of Oxnard in Connection with Rose Avenue Elementary School.

ADDITIONAL MATERIALS:

Attached: [Resolution No. 22-37 \(2 pages\)](#)

[Grant Deed of Right of Way \(3 pages, Attachment 1 to Resolution No. 22-37\)](#)

RESOLUTION NO. 22-37

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING AND DIRECTING THE CONVEYANCE OF A RIGHT OF WAY TO CITY OF OXNARD

WHEREAS, the Oxnard School District (“District”) is the owner of certain real property located at 220 South Driskill Street, Oxnard, CA 93030, County of Ventura, State of California, and more commonly known as the Rose Avenue Elementary School (“Property”); and

WHEREAS, the City of Oxnard (“City”) has, as a condition for granting certain permits and approvals required in connection with the operation of the Property, requested that the District grant and convey to City a portion of land currently owned by District and located on the South West corner of the Property to be used by the City as a right of way for public streets and public utility purposes (the “Right of Way”) by means of a Grant Deed attached hereto as **Attachment 1**; and

WHEREAS, the California Education Code, commencing with Section 17556, authorizes District to, by a two-thirds (2/3) vote of this Board of Trustees (“Board”), dedicate or convey to the City, any real property belonging to the district, either in fee or any lesser estate or interest therein, in accordance with the provisions of Sections 17556 to 17561; and

WHEREAS, pursuant to Education Code section 17557, on June 7, 2023 this Board adopted Resolution 22-37 declaring its intention, in a regular open meeting by two-thirds (2/3) vote of all of its members, to convey the Right of Way to the City following a public hearing held, at a regular open meeting of this Board on June 21, 2023; and

WHEREAS, in compliance with Education Code section 17558, the District posted copies of Resolution 22-37 and the notice of public hearing at three public places within the District not less than 10 days before the public hearing held on June 21, 2023 upon the question of whether to convey the Right of Way to the City; and

WHEREAS, no petition pursuant to Education Code section 17560 opposing the grant of the Right of Way was filed with this Board prior or during the public hearing; and

WHEREAS, the grant of the Right of Way, as described and depicted on Attachment 1, is in the best interests of the District because it provides improvements and continuing upgrades of public utilities serving the Property and of benefit to the community.

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

1. Recitals. The foregoing recitals are true and correct.
2. Authorization. This Board hereby determines that the District has complied with the requirements necessary to grant and convey the Right of Way and authorizes and directs the Superintendent and the Assistant Superintendent, Business Services, each acting alone, to execute and deliver the Grant Deed for the Right of Way, substantially as described and

depicted on **Attachment 1**, and to take, or cause to be taken, every action necessary to complete the conveyance and dedication of the Right of Way to the City of Oxnard.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District, County of Ventura, California on June 21, 2023 by at least two-thirds (2/3) vote, as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Oxnard School District
Board of Trustees

Attest:

Clerk, Oxnard School District
Board of Trustees

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Oxnard
Oxnard City Clerk's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030

Request recording without fee. Record for
benefit of City of Oxnard pursuant to
Section 6103 and 27383 of Government
Code. No documentary transfer tax pursuant
to R&T Code Section 11922.

APN: 216-0-181-025

**GRANT DEED
GRANT OF RIGHT OF WAY**

MAIL TAX STATEMENTS TO:

FOR VALUE RECEIVED, OXNARD SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California, as grantor ("Grantor"), hereby grants and conveys unto the CITY OF OXNARD, a California municipal corporation, ("Grantee") and its successors, and assignees and transferees, the right of way for public streets and public utility purposes over, under, and across the real property described in Exhibit "A" and Exhibit "B," attached hereto and incorporated by reference. This offer of dedication includes the public facilities within the right-of-way constructed for roadway, wastewater, water, storm drain, and/or recycled water purposes.

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed of Easement.

"Grantor"

OXNARD SCHOOL DISTRICT,
a school district organized and existing
under the laws of the State of California

By: _____

R313694.02

6-3-2022

EXHIBIT "A" LEGAL DESCRIPTION

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A.Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularity being a portion of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the Northerly right of way line of La Puerta Avenue, 50.00 feet wide, and the Easterly right of way line of Driskill Street, 60.00 feet wide, as shown on Record of Survey, filed in Book 61, Page 81, of Records of Survey in said office of the County Recorder; thence along said Northerly right of way line North 89°57'41" East 15.01 feet to a point of cusp of a curve concave Northeasterly, having a radius of 15.00 feet, the Northerly terminus of said curve being tangent with said Easterly right of way line; thence Westerly, Northwesterly, and Northerly 23.57 feet along said curve through a central angle of 90°02'49" to said Easterly right of way line; thence non-tangent along said Easterly right of way line South 00°00'30" West 15.01 feet to the Point of Beginning.

Containing an area of 48 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

2022-23 Quarterly Report on Williams Instructional Materials and Facilities Quarters 2 and 3 (DeGenna/Thomas)

The County Superintendent of Schools is required by California Education Code Section 1240 to Report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district Governing board. Pursuant to Assembly Bill (AB) 599 (Chapter 667, Status of 2021) effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation.

These reports reflect Quarter 2 and 3 findings for the following:

- Instructional Materials - All students in grades TK-12 have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science, and additionally, in grade 9-12 foreign languages health, and appropriate science laboratory equipment.
- Facilities - All classrooms and amenities are safe, clean, and functional.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of School Performance and Student Outcomes that the Board of Trustees receive the 2022-23 Quarterly Report on Williams Instructional Materials and Facilities Quarters 2 and 3, as presented.

ADDITIONAL MATERIALS:

Attached: [OSD - VCOE 2022-23 \[Q2\] Williams Visitation Report.pdf](#)
[OSD - VCOE 2022-23 \[Q3\] Williams Visitation Report.pdf](#)

**Ventura County Office of Education
Quarter 2 Williams Report
2022-23 Fiscal Year**

The County Superintendent of Schools is required by California Education Code Section 1240 to report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district governing board. Pursuant to Assembly Bill (AB) 599 (Chapter 667, Statutes of 2021) effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation. As outlined in AB 599, schools that meet the criteria listed below are eligible for monitoring under the Williams settlement legislation:

- Eligible for Comprehensive Support and Improvement (CSI) and Additional Targeted Support and Improvement (ATSI); and
- Meet the teacher credentialing criteria

This report reflects Quarter 2 findings for the following:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.
- Facilities - All classrooms and amenities are safe, clean and functional.

This report does not include the review of teacher assignments and vacancies, audit findings related to Williams Settlement, and the annual School Accountability Report Cards (SARC). These reviews will be included in the annual report later this school year.

October - December 2022 Visitation Periods		
District/School	Instructional Materials	Facilities
Oxnard School District/ Dr. Manuel M. Lopez Academy	No visits conducted in Quarter 2	No visits conducted in Quarter 2

**Ventura County Office of Education
Quarter 3 Williams Report
2022-23 Fiscal Year**

The County Superintendent of Schools is required by California Education Code Section 1240 to report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district governing board. Pursuant to Assembly Bill (AB) 599 (Chapter 667, Statutes of 2021) effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation. As outlined in AB 599, schools that meet the criteria listed below are eligible for monitoring under the Williams settlement legislation:

- Eligible for Comprehensive Support and Improvement (CSI) and Additional Targeted Support and Improvement (ATSI); and
- Meet the teacher credentialing criteria

This report reflects Quarter 3 findings for the following:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.
- Facilities - All classrooms and amenities are safe, clean and functional.

This report does not include the review of teacher assignments and vacancies, audit findings related to Williams Settlement, and the annual School Accountability Report Cards (SARC). These reviews will be included in the annual report later this school year.

January - March 2023 Visitation Periods		
District/School	Instructional Materials	Facilities
Oxnard School District/ Dr. Manuel M. Lopez Academy	No visits conducted in Quarter 3	No visits conducted in Quarter 3

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Mitchell)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and 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: [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 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, 2023 through December 31, 2023.

Date of Board Action: June 21, 2023

Signature: _____



Secretary of the Board

PART I

Signatures of Members of the Board

Signature: _____



Print/Type: Veronica Robles-Solis
President of the Board of Trustees

Signature: _____



Print/Type: Monica Madrigal Lopez
Member of the Board of Trustees

Signature: _____



Print/Type: Jarely Lopez
Clerk of the Board of Trustees

Signature: _____



Print/Type: Rose Gonzales
Member of the Board of Trustees

Signature: _____



Print/Type: MaryAnn Rodriguez
Member of the Board of Trustees

*K-12 Districts

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: 

Print/Type: Dr. Anabolena DeGenna

Title: Interim District Superintendent

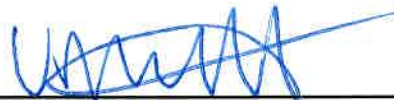
Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-Fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, Appointment of Authorized Agents for Federal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

Signature: 

Print/Type: Dr. Natalia 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: 

Print/Type: Valerie Mitchell, MPPA

Title: Assistant Superintendent, Business & Fiscal Services

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

Signature: 

Print/Type: Patricia Nuñez

Title: Director of Fiscal Services

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
Print/Type: Lisa A Franz
Title: Director of Purchasing
Authorized to Sign: Purchase Orders, Board-Approved Contracts

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Request for Approval of Out-of-State Conference Attendance (Mitchell)

The Board's approval is requested for Jason Corona, Assistant Director of Child Nutrition Services, to attend Annual School Nutrition Association Conference in Denver, Colorado, July 9-11, 2023. The conference has educational classes, culinary demonstrations, vendor presentations and a large food vendor exhibit with new school food items that will be available for the upcoming school year. Additionally, attending the conference will allow him to meet all his annual training hours required for USDA Professional Standards.

FISCAL IMPACT:

Not to exceed \$2,000.00 – out of Kitchen Infrastructure and Training (KIT) Funding

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees approve out-of-state conference attendance for Jason Corona, Assistant Director of Child Nutrition Services, to attend the Annual School Nutrition Association Conference as outlined above.

ADDITIONAL MATERIALS:

Attached: [ASNA 2023 Conference Program \(24 pages\)](#)

ANC²⁰²³ ANNUAL NATIONAL CONFERENCE

Preliminary Program

***Note: All sessions and speakers are subject to change.
More sessions will be added in the coming months.**

Target Audience Key:

E – Employee
SC – School Chefs

M – Manager
I – Industry

D – Directors
SA – State Agency

MC – Major City Directors
N – New to the profession

Pre-Conference Workshop

Own It: How to Create a Solutions-Based Team

Saturday, July 8, 2023, 8 am – 10 am

Working in a school nutrition program means many demanding responsibilities and requires constant attention and refining. In this session, attendees will learn the meaning and practice of personal accountability and understand the power and freedom that comes from accepting ownership of creating a solutions-based team. Learn the importance of a team's willingness to find solutions versus blaming others—and how to coach team members on a solutions-centered mindset. Each attendee will walk away with a coaching tool that will shift how their team operates and empower them to continue to find solutions.

Speaker(s): Joe Pettit

Target Audience: M

Key Area: 3

Price: \$115

Pre-Conference Workshop

Forecasting the Procurement of Foods

Saturday, July 8, 2023, 8 am – 12 pm

Take your procurement forecasting skills to the next level! By attending the Institute of Child Nutrition's workshop on forecasting the procurement of foods, you will learn about stakeholders' responsibilities and expectations in school procurement and how menus determine goods and services that must be competitively procured. Additionally, this workshop will dive into inventory management, product movement, cost management, product categories, screening and specifications, CN labeling, and strategies for accurate forecasting of products.

Speaker(s): ICN Representatives

Target Audience: D, MC

Key Area: 2

Price: \$199

Pre-Conference Workshop

Farm to School: Utilize Greenhouse Growing to Extend the Growing Season and Schools Served

Saturday, July 8, 2023, 8 am – 10 am (includes bus time to and from convention center)

Denver Public School's (DPS) Food and Nutrition Services' commercial greenhouses (built on five acres of land) are ready for #ANC23 pre-con visitors! In 2021, these greenhouses officially began producing cherry tomatoes, Roma tomatoes and peppers—which are packed on site and distributed to schools throughout the district.

We invite you to tour the greenhouses as well as another one of the district's successful school farms. Attendees will also have the ear of DPS' executive director of Food Services, so be ready with your development and operational questions. Plus, you'll hear about the program's initial vision (and the funding avenues they sought) in addition to learning more about future plans. Everyone will receive farm fresh recipes and produce samples, too!

Space is limited. Register early. First come, first served.

Speaker(s): Teresa Haffner

Target Audience: All

Key Area: 1

Price: \$115

Pre-Conference Workshop

Running a School Nutrition Program 101

8 am – 12 pm

Attention aspiring directors, new directors, assistant directors, supervisors and coordinators...this pre-con is back by popular demand! Join a four-hour interactive workshop designed to give you the secrets (aka the tangible solutions) needed to run a successful program back home. School nutrition directors Christine Clarahan and Shannon Ebron will cover topics including managing personnel, prepping for the Administrative Review, internal controls for handling cash, SOPs and much more! Plus, you'll have the opportunity to participate in small and large group discussions to learn how to handle the toughest personnel situations.

Speaker(s): Christine Clarahan, RD, SNS; Shannon Ebron, MS, RDN, LD

Target Audience: D, MC

Key Area: 3

Price: \$199

Pre-Conference Workshop

USDA Foods 101

Saturday, July 8, 2023, 1 pm – 3 pm

This pre-con session provides an overview of the USDA Foods program from the federal perspective. USDA staff will discuss USDA foods regulatory requirements and will also cover pertinent policies to assist with the day-to-day management of the USDA Foods program. Given the number of new state and school district staff across the country and the changing school food environment, this is a good time to review the basics and think about what may be needed in your State and/or school.

Speaker(s): USDA Representatives

Target Audience: All

Key Area: 2

Price: \$115

Pre-Conference Workshop

Three Stop Tour: Aurora Public Schools' Nutrition Services

Saturday, July 8, 2023, 9 am – 3 pm (Includes bus time to and from the Denver Convention Center)

Join Aurora, Colorado's *A-Team* on a three-stop district tour showcasing how strategy, planning, innovation, passion, hard work, partnerships, flexibility and a strong positive team culture continues to fuel this Nutrition Services (NS) Department's relentless focus on quality food and excellent customer service. Join Food Service Director, Shannon Solomon who represented NS Superheroes on the Food Network television show "Chopped," as she highlights the passion that her incredible team has every day for their customers and mission!

The tour includes:

1. A meal at the park, served from the district's robust community feeding electric vehicle (EV) concession stand
2. A tour of one of the NS Department's Nutrition Services Programs
3. A tour of Tico's Mexican Food Commissary

Space is limited. Register early. First come, first served.

Speaker(s): Shannon Solomon, SNS, MS

Target Audience: All

Key Area: 1

Price: \$215

Pre-Conference Workshop

Step Forward with Plant-Forward

Saturday, July 8, 2023, 10:30 am – 12:30 pm

Plant-forward is not a buzzword. While it is often confused with stricter diets such as vegan or vegetarian, plant-forward is one of the most flexible and enjoyable ways to eat healthily without eliminating foods or food groups. But how does that translate into K-12 menus? For this workshop, we invite you to bring your computers, recipes, and menus. Chef Lindsey and Chef V will demonstrate the ease of incorporating more plants without eliminating student favorites—and will share a library of plant-forward recipes uploaded to the conference app. Attendees will have the opportunity to meet in groups to discuss their own menus and find ways to incorporate more plants into their district's meal plans.

Speaker(s): Lindsey Schoenfeld, RDN; Vahista Ussery, MS, MBA, RDN

Target Audience: M, D, MC, C

Key Area: 1

Price: \$115

Pre-Conference Workshop

Strategic Planning: Setting the Stage for Operational Effectiveness

Saturday, July 8, 2023, 12:30 pm – 2:30 pm

Are you looking for operational effectiveness with a “results focused program”? This session will introduce you to the core concepts of leadership — beginning with the development of the program’s core values—to the key objectives and strategies to set program performance expectations. Learn the benefits of a Vision Statement and Operational Excellence Strategic Plan and the importance of capitalizing on developing the senior staff buy-in to the goals and accomplishments for a program. Additionally, each participant will work with a group of their peers to identify their vision—armed with a checklist of definitions and an understanding of the advantages of setting the stage for performance management.

Speaker(s): Lora Gilbert; Jean Ronnei

Target Audience: D, MC

Key Area: 3

Price: \$115

Pre-Conference Workshop

State Agency Section Meeting: USDA Update for State Agencies

Saturday, July 8, 2023, 1 pm – 5 pm

This session is a must-attend for all State agency staff looking for the most up-to-date information on USDA’s recent activities and upcoming areas of interest. Please note: This is only open to State agency attendees only.

Speaker(s): USDA Representatives

Target Audience: SA

Key Area: 3

Price: \$199

Pre-Conference Workshop

Measuring Success in School Nutrition Programs: Using a Business-Minded, Data-Driven Approach

Saturday, July 8, 2023, 3 pm – 5 pm

As school nutrition operators, you may often hear the phrase “operating like a business” or “benefits of KPIs.” But do you know what these phrases really mean? As the leaders of not-for-profit school nutrition programs, what can we learn and apply from the for-profit business world? Learn why although our goals may be prioritized or defined differently, we do share common goals: happy customers, quality offerings and financial success.

Speaker(s): Lindsey Hill, RD, SNS; Jordan Ryan, RD, SNS; Shannon Solomon, SNS, MS; Kayla McDaniel, MS, NDTR

Target Audience: D, MC

Key Area: 3

Price: \$115

District Directors/Supervisors Section Meeting

District Directors Meet-Ups by District Size

Directors and supervisors- choose a room, set by student enrollment district size, and meet with your peers to talk through pressing issues that are on your mind. Via polling, the group will decide which hot topics would benefit most from open discussion and varied perspectives. Join in facilitated table discussions on the highest ranked topics. Potential hot topics include new regulations, meal debt, universal meals, and staffing challenges or let us know what other topics are on your mind during the session’s open poll. Ideas and takeaways will be collected and shared with all attendees.

Target Audience: D, MC

Education Session

Reaching New Heights with On Trend USDA Foods Recipes and Concepts

Learn and share speed scratch techniques and great recipes using USDA Foods to leverage today's trendy menu concepts. From vegetarian or plant forward choices to new twists on old favorites, share your district's recipes and ideas. Discover tips and tricks to assist in maximizing USDA Foods, which requires ongoing planning and forecasting, as well as recipe and menu development.

Speaker(s): Malissa Marsden, SNS

Target Audience: All, N

Education Session

Diversify My Menu? Why?

Is there value to adding unfamiliar items to the school menu? Join us to learn how incorporating diverse menu items adds variety to the menu, meets USDA nutritional requirements, diversifies nutrients offered and exposes students to different flavors and foods. Discover how adding different fruits and vegetables, seasoning blends and meatless entrées have a positive impact on school meal programs. Additionally, you'll hear a school nutrition operator's experiences with incorporating more variety into the menu and the impacts it made in his community.

Speaker(s): Bettina Applewhite, MS, RDN, LDN, SNS

Target Audience: All

Culinary Skills Lab

A Trip Around the Globe with Chicken and Rice

Come explore the world through the flavor combinations of chicken and rice dishes. You'll be introduced to the concept of recipe development and how to incorporate USDA Foods into recipes that support the cultural needs of their students and identify methods to solicit culturally relevant recipes for their programs. A variety of herbs and spices will be available to see, smell and touch. Take away an overview of how to use the USDA Recipe Standardization Guide for School Nutrition Programs and the CIGN Herb and Spice Posters set, while supplies last.

Speaker(s): Chef Patrick Garmong

Target Audience: All

Education Session

Simple Solutions for Building Resiliency

Is something keeping you from achieving your goals and crushing daily obstacles? Are you searching for a proven ingredient for a better life—that just might make all the difference?

In this education session you will discover the seven ingredients to lasting resiliency, the hidden gift within adversity and challenge, a step by step guide to living your best life and the key ingredients for success, happiness and confidence. Join in to learn how it all starts with a dash of courage, a pinch of faith in yourself and a desire step out of the crowd.

Speaker(s): Bart Christian

Target Audience: E, M, N

First Timers Session

First Timers Session Is this your first-time attending ANC? Make the most of your conference experience by attending this helpful information-gathering session and meeting other first-timers. Join #ANC23 Program Advisors, Kristen Hennessey, SNS, and Michael Francis as they provide a rundown of all the highlights and must-see events.

Speaker(s): Kristen Hennessey, SNS; Michael Francis

Target Audience: All

Education Session

Bringing LEAD to Succeed to Your Team

Join this session to learn more about the School Nutrition Foundation's high-quality LEAD to Succeed™ training, which includes conflict management, listening skills, storytelling, enhancing your professional image and much more. Discover how you can use this new educational material to train your staff or even provide no-cost state training, too. We'll also review one LEAD to Succeed™ component in more detail, so you can see just how easy it is to provide this valuable professional development opportunity to your team. This session is funded by a grant from USDA.

Speaker(s): A LEAD Cadre Trainer

Target Audience: All

Education Session

New Hire Onboarding Training for Kitchen Staff in a Large School District

A career in School nutrition is both rewarding and demanding. Learn how Orange County Public Schools utilizes a weeklong new hire onboarding process for their school foodservice kitchen staff. Hear the details of this training and how new employees are empowered with the necessary tools for a successful transition into their new careers.

Speaker(s): Tony Jenkins

Target Audience: M, D, MC, SC

Education Session

Facilitating Efficiency for Special Diets

This education session focuses on various aspects of special diets, the benefits of standardized recipe development and modified meals taste testing with students. Discussions will include how to prepare and purchase special diet meals in bulk and how to establish emergency allergy friendly meals for all schools. Additionally, learn how to collaborate with other school districts and school community stakeholders for quality improvements.

Speaker(s): Maurene Beamer, RD, SNS

Target Audience: All, N

Education Session

Strengthening Program Participation and Nutrition Security with CACFP At-Risk Afterschool and Outside School Hours Centers

Participate in this session to help ensure more children have available access to the quality nutrition they need to thrive. Listen to a panel discussion with State agencies and local providers who administer CACFP At-risk Afterschool Programs and Outside School Hour Care Centers (OSHCC). Panelists will share resources and best practices on opportunities to provide meal service during the school year when school is not in session through CACFP. Information will be provided on OSHCC for schools that do not qualify for at-risk.

Speaker(s): USDA Representatives

Target Audience: D, SA

Education Session

Efficiency in a Commercial Kitchen: Proper Cooking Processes 101

There is never a better time than now to be more efficient in your kitchen! In this interactive session you will learn the proper processes of convection, steam, combi mode and holding. Discover how efficiency equals more time and improved quality, and in turn helps you increase your participation with an empowered, confident staff. Buckle up, bring a notepad and get to know your kitchen!

Speaker(s): Christie White

Target Audience: M, N

Education Session

Reaching Higher: Purposeful, Focused and Collaborative School Nutrition Marketing and Communications Efforts

Tap into the power of message alignment! Join in to look at planned and aligned messaging with communication strategies that will bolster communication efforts with stakeholders—resulting in positive outcomes and behavioral shifts. This training will aid school nutrition leaders with successful marketing initiatives and strategies that will encourage you to reach higher with school nutrition communications efforts.

Speaker(s): Kelli Cook

Target Audience: All, N

Major City Directors/Supervisors Section Meeting

Creative Recruiting Solutions

Stuck in a hiring rut? Are you not getting the applicants you need? In this education session, we will discuss unique ways to recruit applicants for your front-line positions, including alternative ways to market positions. We'll also help you identify free or reduced cost resources to advertise openings.

Speaker(s): Adrea Katzenmeier, RD, LD, SNS

Target Audience: MC

Game-Changer Session

Bias Aware Language: Use and Promote Inclusive Communication - Back by popular demand from #SNIC23

Inclusivity, diversity, and equity are important values, and each one of us has the power to advance them through bias-aware communication to ensure employees, coworkers, and students experience authentic belonging. But maybe fear of saying the wrong thing has prevented you from learning more about DEI or fully engaging in actions of everyday allyship? The language we use is deeply intertwined with our success and that of those around us. Let's explore language and DEI together in this safe, interactive, capacity-building session. This is your invitation to have a bit of fun while doing messy, sometimes uncomfortable, incredibly important work around the language of inclusion. We'll discuss what exclusive language is and provide examples to help create more inclusive environments.

Speaker(s): Myra T. Briggs, CSC, CDR, CSSGB; Rhonda Payne, CAE

Target Audience: D, MC

Education Session

Healthy School Meals for All: Implementation, Best Practices and Lessons Learned from States Investing in Universal Free School Meals

In SY2022-23, a significant milestone was reached when several states were able to provide free meals to students through state-level Healthy School Meals for All policies. In this education session, child nutrition agency staff and anti-hunger advocates will discuss their path to secure free meals for all, including their implementation strategies and lessons learned.

Speaker(s): USDA Representatives

Target Audience: All

Roundtable

The Power of the Production Record

Production records serve a different purpose for each member of the school nutrition team. And while we must have them for compliance reasons, learn why they are so much more than proof of program compliance.

You'll also learn the importance of the production record processes and evaluation. Balance efficiency in collection and storage (while also achieving accuracy and completion); making better planning decisions, building stronger menus and financial outcomes.

Speaker(s): Lindsey Hill, RD, SNS

Target Audience: M, D, N

Education Session

School Meal Superpower: Transforming Policy into Amazing Meals

This session will review USDA's Proposed Rule for Child Nutrition Programs Meal Pattern Revisions, provide an overview of the policy making process and discuss evidence showing the impact of healthy school meals. Team Nutrition will share useful resources to help you strive for healthier school meals beyond the current standards. Plus, a panel of experts from local SFAs will discuss how they are serving nutritious and delicious school meals that their students enjoy.

Speaker(s): USDA Representatives

Target Audience: D, MC, SA, I

Education Session

School Nutrition Wins! Engaging Students Through Cooking Competitions

Who doesn't like a little healthy competition, especially when there is food involved? In this education session we will highlight the Colorado SNA's (CSNA) One Plate Challenge student cooking competition as a way to engage with students and teachers—and to give them a glimpse into the amazing world of school nutrition. The focus will be on the steps CSNA has taken to continuously evolve and improve this type of event and make it relevant to students. You will take away tips and tricks to execute cooking competitions at a scale that works best for your district or state association.

Speaker(s): Amy Faricy, RD, SNS

Target Audience: M, D, MC, SC

Education Session

Ensuring Equitable Access: Kosher and Halal School Meals

Does your school district serve students who follow halal and/or kosher diets? Join us to understand how these foods fit into the meal patterns of the National School Lunch and Breakfast Programs and how to better serve students and families who observe halal and/or kosher diets. Additionally, school nutrition professionals successfully offering kosher and/or halal school meals will share their experiences, including best practices and lessons learned.

Speaker(s): USDA Representatives

Target Audience: All

Education Session

What's New with USDA Foods?

Find out how the USDA Foods program is continuously adapting and improving to provide food that meets the needs of school districts, while supporting their domestic agricultural markets. Learn about advancements in the program over the past year, including, the USDA Foods Database which provides vendor-specific nutrition, allergen, and ingredient information for all direct delivered USDA Foods, and hot topics such as management of USDA Foods inventories.

Speaker(s): USDA Representatives

Target Audience: All

Education Session

Utilizing a Digital World to Advance and Promote Nutrition Education

We live in a digital world where we can access a wealth of information with the touch of our fingers. In this education session, we will discuss how to utilize digital platforms to advance and promote nutrition education within your district by connecting children to locally grown fruits and vegetables. From conducting live and engaging virtual taste tastings, farm-to-school field trips, cooking lessons, and more, this training will inform, inspire, and motivate you!

Speaker(s): Kerrie Hollifield, MS, RDN, LD; Anthony Mirisciotta

Target Audience: All

Education Session

USDA's Healthy Meals Incentives Initiative: How it Could Benefit Your School District

Join in to learn about USDA's Food and Nutrition Service (FNS) Healthy Meals Incentives Initiative. Discussions will focus on the key activities of the Initiative including the Healthy Meals Incentives Recognition Awards and Healthy Meals Incentives Grants, and how school districts can apply. You will learn how these activities are intended to uplift and improve the nutritional quality of school meals. You will also learn about innovative approaches to strengthen the availability and access of nutritious food products in the K-12 school food marketplace.

Speaker(s): USDA Representatives

Target Audience: All

Education Session

Procuring Lower-Sodium Foods for School Meals

Learn how to identify lower-sodium foods, communicate and collaborate with distributors to procure lower-sodium food products and recognize how to utilize fresh local foods, as well as the USDA Foods and DoD Fresh Programs, to lower the sodium content of your menus. The presenters of this interactive and hands-on training will use the Institute of Child Nutrition's Shaking It Up: Small Changes Lead to Big Flavors worksheet series to explain the steps of procuring lower-sodium foods.

Speaker(s): Danielle Barrett, EdD, RDN; Erica Cooper, PhD, MPH, RDN

Target Audience: D

Education Session

You've Got This! Starting and Strengthening a Successful Farm to School Program

've likely heard about the benefits of farm to school. From bringing healthy, local foods into school nutrition programs to teaching children about where their food comes from: everyone wins! If you've been thinking about how to make farm to school activities happen in your school or district, but don't know where to start, this session is for you. You'll learn how to start conversations with local producers to integrate local foods into your school meal program, hear best practices for weaving hands-on agricultural lessons into the curriculum and discover ways to market your farm to school efforts.

Speaker(s): USDA Representatives

Target Audience: D

Education Session

Blood, SWOT and Tears - Leveraging your Community Partnerships to Achieve Your Biggest Dreams for Your Program

Creating collaborative relationships with community partners is a key to success for any foodservice operation. In fact, combining the efforts of your foodservice department, your district and your community partners can foster the nourishment and growth of your program and your students. Attend this session for details of real-world experiences of successful collaborations—with vendors, community organizations, and students. Ideas will be shared as well as guidelines and actions you can take back to your district and implement for the coming school year.

Speaker(s): Malik Hamilton

Target Audience: M, D, MC, SC

Education Session

If You Don't Have a Seat at the Table, Bring Your Own Chair

If the school leadership structure was set up like holiday dinners, would your school nutrition department have a seat at the kids' table or the grown-up table? There are only so many seats at the adult table, so how can you make sure one of those chairs is reserved for you? Whether you are just starting out in your career as a school nutrition director or you've been managing teams of people for years, what you want (and have likely been working toward) is for your voice to be heard, to be recognized as a leader and to be considered among the top decision-makers in your district. In this education session, you'll hear from a Director and Chief Operation Officer about how to get that seat at the table—you deserve it!

Speaker(s): Jessica Shelly, MBA, SNS, REHS

Target Audience: D, MC

Education Session

Expanding the Mobile Breakfast Culture: How a K-12 CEP District Launched Breakfast After the Bell for All Students

In this education session, you'll hear from school nutrition operators with Redlands (Calif.) USD—and how they achieved their goal (for SY2021-22) to provide breakfast after the bell to ALL students. Hear how while overcoming challenges (and the return from COVID school closures), Redlands USD successfully implemented breakfast after the bell at all 25 school sites. Join in to discuss planning, benefits for all stakeholders, maintaining compliance with Universal Meals and equipment needed for a successful transition.

Speaker(s): Dr. Betty Crocker, RDN; Josie Perez, MPH, RDN; Jennifer Petty

Target Audience: All

Education Session

Unlocking Operational Effectiveness through Quality KPIs

In the wake of supply chain challenges and a return to traditional school lunch operations, quality Key Performance Indicators (KPIs) are more important than ever. Identifying and using KPIs allows school nutrition directors and school districts to make thoughtful, data-driven decisions to continue operating school nutrition programs effectively. This session will discuss how to use and interpret KPIs, according to ICN recommendations, including Inventory Turnover Rate, Meals per Labor Hour, and Cost per Meal Equivalent. Discover how you can use KPIs to garner insights to drive financially sound school nutrition programs.

Speaker(s): Katy Hoyng, MS, RDN, LD, SNS; Michelle Michels, MBA

Target Audience: D, MC

Education Session

Best Practices for Utilizing USDA Foods to Overcome Supply Chain Disruptions

In this education session, Shannon Beasley, Director and Chef Brenda Wattles, RDN, Menu Planner and Recipe Standardizer, at West Ada School District in Idaho will share their collaborative tips and tricks to successfully utilizing USDA direct delivery foods as a tool for overcoming supply chain disruptions. Shannon will discuss the steps that she utilizes to determine which USDA foods to order and how much to order for the following year's menu plan. Chef Brenda will share the versatility that USDA diced chicken can provide on a menu when it is used in speed scratch recipes.

Speaker(s): Chef Brenda Wattles, RDN; Shannon McCarthy-Beasley

Target Audience: M, D, MC, SC

Education Session

The Velvet Rope Workplace: Where Every Employee Feels Like a V.I.P, Everyone Wants to Be and No One Wants to Leave!

Would you like to create a work culture that attracts high quality people so you can help develop them into superstar school nutrition professionals? Recognized as one of the top school nutrition recruiting and retention specialists in the country, presenter Fred "The Fit Food Dude" Schafer, MS, SNS, MCHES, will share his powerful "Velvet Rope Workplace" formula (to make everyone feel like a V.I.P.) in this high energy and humorous session.

Speaker(s): Fred Schafer, MS, SNS, MCHES

Target Audience: M, D, N

Education Session

SNA 2023 Legislative Update

Learn more about SNA's 2023 advocacy efforts and receive an update on the status of Child Nutrition Programs and other activities taking place in the new 118th Congress. With a new, split Congress, this session will provide a glimpse into the activities, priorities and progress in the world of SNA advocacy. Attendees will learn more about how child nutrition programs fit into the current landscape and potential impacts on your school meal programs.

Speaker(s): Cathy Schuchart; Jessica Gould, RD, SNS

Target Audience: All, N

Education Session

Let's Get Cooking! 10 Easy Solutions for Scratch Cooking

Do scrumptious meals that are easy and affordable to whip up sound like only a dream? By attending this education session, they can easily become reality in your school district. A panel discussion will highlight how to optimize space and labor while still providing fresh-cooked meals. Learn how to efficiently manage scratch cooking and speed-scratch cooking and discover that even with all the dietary restrictions and nutritional requirements schools face, you can easily manage ingredients and create delicious meals.

Speaker(s): Scott Richardson; Carrie Frank

Target Audience: E,M

Education Session

Tips and Tricks for Menu Planning Success

Interested in innovative menu planning? Learn how to use USDA's menu planning tools to help reinvigorate your school menu. Discover new techniques from seasoned directors on effective, innovative menu planning tips and tricks they have incorporated. In addition, hear how they leveraged their creativity, flexibility, partnerships and local resources to adapt their best practices and innovations during challenging times and beyond. You will leave the session with fresh ideas and strategies you can use in your menu planning.

Speaker(s): USDA Representatives

Target Audience: All, N

Education Session

Small Fish in a Big Pond: Setting Up Young and New SNP's for Success

"Next Generation" and "Young Professionals" are front and center across all industries. Unfortunately, many young and new school nutrition professionals (SNP's) still find themselves feeling frustrated, stifled and excluded —while organizations feel just as frustrated and lost in how to successfully support this group of professionals. As a new director herself the presenter shares obstacles young and new SNP's face while providing tangible solutions. Whether you are a young professional, simply new to your role, or you just need help with understanding and supporting the former two, this session is for you!

Speaker(s): Stefanie Giannini, MA, SNS

Target Audience: D

Education Session

Modernizing School Lunch Through School Equipment Assistance Grants

Did you know that USDA's FNS provides School Equipment Assistance Grants to State agencies in an effort to modernize and improve School Meal Programs? Attend this education session to learn about available funding and hear from a panel of personnel from State Agencies about how they administer these grants. In addition, local operators will share some of the unique ways these funds have made a difference in their foodservice programs.

Speaker(s): USDA Representatives

Target Audience: D, MC

Education Session

We're Not in Kansas Anymore...Floods, Hurricanes, Threats, and Tornadoes, Oh My!

We wish we never had to deal with a natural disaster, public health emergency or other internal and external threat but they do happen, often without warning. Join this session to learn how an effective emergency preparedness plan is necessary and will ready the program to ensure the safe storage, production and service of food during uncertain situations. You'll explore developing your own plan and learning from other experts. Plus, a school nutrition director, an industry partner and school chef will share their first-hand experiences dealing with hurricanes, floods and tornados—and share the lessons learned!

Speaker(s): Susan Thompson, MS, RDN, LDN, SNS

Target Audience: All

Education Session

Buy American: Serving Nutritious School Meals and Supporting American Agriculture

Join USDA for a brief overview of Buy American. This session will focus on the current Buy American requirements and aim to address state and local level tips and solutions for common challenges.

Speaker(s): USDA Representatives

Target Audience: All, N

Education Session

Understanding USDA Foods Entitlement

This session will help stakeholders develop a better understanding of the policies and regulations for managing USDA Foods entitlement. We will include an overview of topics such as entitlement calculation, planned assistance level and state and school food authority roles and responsibilities including management of inventories and practices such as "sweeps".

Speaker(s): USDA Representatives

Target Audience: All, N

Education Session

All Things School Gardens

Discover why school gardens are becoming increasingly important in districts across the country. Our panel will discuss how showing students where food comes, teaching them how to grow their own produce (and use it in the kitchen), and educating them through school gardens can impact their minds, bodies and the world around them.

Speaker(s): Molly Platts, MS, RDN; Sue Malesa; Chef Josh Perkins, CEC, CCA, CRC, CDM-CFPP

Target Audience: All

Roundtable

Food Allergies: Ask and Share Session

You know the importance of keeping kids safe from the top allergens, but do you still worry? In this roundtable discussion, we'll look at food allergies and discuss ways to improve what we're doing. You'll have the opportunity to sit with your colleagues and share ideas, and ask questions of each other and the moderator.

Speaker(s): Karen Olsen

Target Audience: All, N

Education Session

KPI's: How to Measure Performance and Use Data for the Benefit of Your Team

Discover how KPI's can be your district's tool for success in 2023. Find out how different types of performance measures that can shed light on your operational successes and opportunities. Learn about tools to measure performance, staffing needs, inventory control and more. Plus, you'll take away examples of reports and templates to make it easy to implement and track.

Speaker(s): Jessica Gould, RD, SNS

Target Audience: D

Education Session

Central Office Myth Busters

Join the "SN Myth-Busters," as they uncover the common myths regarding the central office. If you've ever wondered, "what do they actually do in that office besides give us more rules?", then this is the session for you! We will work together to prove or disprove certain "school nutrition central office myths" while learning how it all comes together each year. If you love a good mystery, join our speakers to crack the case!

Speaker(s): Kristen Bealler, SNS; Joanne Kirven, SNS

Target Audience: All

Education Session

Putting Wellness Policies into Action

Did you know that USDA's triennial assessment requires school districts to report on wellness policy implementation every three years including alignment with model wellness policies and progress with meeting wellness policy goals? Attend this education session to learn how The Centers for Disease Control and Prevention and Rudd Center for Food Policy and Health developed the Wellness Policy in Action Tool (WPAT) to empower school nutrition professionals and other school staff to systematically assess wellness policy implementation.

Speaker(s): Caitlin Merlo, RDN

Target Audience: D

Education Session

USDA Update

Learn about the latest regulatory developments in child nutrition programs, as well as USDA Foods and other initiatives.

Speaker(s): USDA Representatives

Target Audience: All

Education Session

Heavy Metal: Buying Foodservice Equipment 101

Become a heavy metals expert! In this education session, you'll be taken on a journey to explore the ins and outs of buying foodservice equipment for new facilities, renovations or replacement. The presenters will share their findings, helpful hints and tricks of the trades as identified during the current project of researching and updating the Institute of Child Nutrition's equipment procurement manual (to be released later this year or early 2024).

Speaker(s): Beverly Girard, PhD, MBA, RD, SNS; Chef Cyndie Story, PhD, RDN, SNS

Target Audience: D, N

Roundtable

Conversation with Schools Regarding Procurement Strategies and Best Practices

In this session, representatives from USDA will give a brief update on Federal procurement requirements, followed by a roundtable discussion with school nutrition operators.

Speaker(s): USDA Representatives

Target Audience: D

Education Session

Say It Like It Matters, When It Matters

At some point in your career, you will be asked to give a presentation to an audience that matters, at a time that matters. Make sure you learn how to say what matters! Join in for this powerful education session, taught by one of America's most successful public speaking coaches, as he helps you prepare, develop and deliver effective presentations in a variety of situations. Discover why developing your skills in this area will not only reduce your stress and increase your effectiveness, but it will also position you for bigger and better advancements in your career.

Speaker(s): Jeff Joiner

Target Audience: All, N

Education Session

Using the Fresh Fruits and Vegetables Program to Boost Nutrition in Your District

Do you want to run the Fresh Fruits and Vegetables Program (FFVP) but don't know where to start? Does your staff not know the difference between a beet and a radish? Are your students leery of vegetables? Attend this session to discover why the FFVP is a valuable program that increases students' awareness of fresh produce and can be an exciting low-pressure way to expose students to new foods. The speaker will share how she launched the FFVP at her school in a kitchen that had never prepped or cooked fresh foods before. Learn strategies for training staff, choosing seasonal produce, purchasing the correct equipment, timing program preparation, involving the entire school community and much more!

Speaker(s): Michelle Doyle, MS, MPH

Target Audience: D, MC, SC, SA

Education Session

Utilizing USDA Foods to Develop Culturally Relevant Recipes

Participants in this session will be introduced to the concept of recipe development and how to incorporate USDA Foods into recipes that support the cultural needs of your students. The presenter will also help you identify methods to solicit culturally relevant recipes for your programs. Take aways will include an overview of how to use the USDA Recipe Standardization Guide for Schools and the CICN Herb and Spice Posters set.

Speaker(s): Chef Patrick Garmong

Target Audience: All

Education Session

Finders Keepers: Tips for Retaining Qualified School Nutrition Professionals

Qualified school nutrition staff— you've found them—now learn how to keep them! This education session translates techniques utilized in the restaurant industry to promote job satisfaction and retention among school nutrition professionals. You'll discover the methods to promote staff engagement through instilling a culture of appreciation, and providing opportunity for growth and creativity

Speaker(s): Kelly Waldron; Chef Andy Montero

Target Audience: M, D, MC, SC

Education Session

Increasing High School Students Participation Through Student Workshops and Menu Design

Join this session to learn a strategy for working with administrators that will increase participation among high school students. You'll hear how one Child Nutrition Department collaborated with the educators, high school students and administrators to present workshops to students that gave them the opportunity to design a menu and cook the food. You'll take away information to increase participation rates, engage students and advertise the efforts of collaboration and teamwork.

Speaker(s): Derricka Thomas

Target Audience: M, N

State Agency Section Meeting

USDA Update for State Agencies

This session is a must-attend for all state agency staff looking for the most up-to-date information on USDA's recent activities and upcoming areas of interest. Please note: This is only open to State Agency attendees only.

Speaker(s): USDA Representatives

Target Audience: SA

Education Session

A World of Flavors: Harnessing Plant-Based and Global Food Trends for School Nutrition

Plant-based eating, including vegetarian and vegan, and global flavors are all the rage now. Learn the importance of providing culturally appropriate meals in your school nutrition programs by embracing global flavors. Presenters include school nutrition directors from both a large and medium sized districts with varied demographics as they share best practices to meet the unique challenges associated with creating craveable (and creditable) school meals. Look for exciting meatless, speed scratch cooking, and USDA Foods recipe ideas, like PB Overnight Oats and Congee at breakfast to Black Bean Burgers, African peanut stew and much more.

Speaker(s): Sherry Coleman Collins, MS, RDN, LD; Emily Hanlin, MBA, RD, LD, SNS; Jeanne Riley, NDTR, SNS

Target Audience: All

Education Session

Recruiting, Retention and Building your Bench with Professional Development

Finding and keeping staff members has never been more difficult. In this education session , find out how to creatively recruit train and develop your staff so that they want to stay for years to come. You will also learn how to recognize leadership potential in all of your staff members so that you can develop them into your future leaders, managers, supervisors and maybe even the director.

Speaker(s): Amy Lambert, SNS; Emily Hanlin, MBA, RD, LD, SNS

Target Audience: M, D, MC, SC

Education Session

When Students "Feed" Us Their Feedback: An Overview to Boosting Student Engagement Through Menu Surveys and Leveraging Student Feedback During Menu Design

This session will showcase methods that the IDEA Public Schools in Texas employs to boost student engagement and collect stakeholder feedback on its menus. Discussions will focus on the growth and development of IDEA's survey initiative with an emphasis on strategies where IDEA leverages technology, campus staff, social media, and campus events to collect student feedback data. By the conclusion of this training, you will be able to identify best practices for successful survey administration. Take aways include survey resources that you can replicate and utilize in your districts.

Speaker(s): Arinda Rodriguez, M.Ed.

Target Audience: All

Education Session

Lemons to Lemonade: Recipes for Success in School Meal Programs

Sometimes your best laid plans get thrown off course. (maybe the principal says, "You WILL do this."). Or maybe you feel helpless —and are told you cannot do something. Attend this education session to hear how the presenter found the best ways to tackle those "somethings," that pop up—and that you always have options! ,

Speaker(s): JoAnne Robinett, MSA, SNS

Target Audience: All, N

Education Session

Professional Development for Scratch Programs: Ways To Enhance And Motivate Your Staff

This exciting and engaging session will highlight processes and procedures developed to work with food service professionals already employed by your district in developing culinary skills. With the information provided, you will be able to develop a strategic plan for your district to engage in a more technical speed scratch or scratch service model. The elevation of your employees skill level will increase critical thinking, basic culinary skills, and time management. The presenters have implemented professional development programs to provide food service professionals with a range of opportunities to gain skills and knowledge. These professional development tracks range from the basics to college level classes, which offer the potential of free college credits towards a certificate or degree in culinary arts through a partnership with the local community college.

Speaker(s): Nicholas Vedia; Rachel Amato, MS; Susan Marihew

Target Audience: D, MS, SC

Education Session

Hiring and Empowering Employees with Disabilities

Discover the many benefits of hiring and empowering employees with disabilities. This fun, feel good presentation is based on the real-life work experience of three very dynamic employees with unique personalities and personal strengths. You will hear about the many rewarding aspects of hiring employees with disabilities while also learning some of the challenges or obstacles.

Speaker(s): Paul Rodgers, MS, SNS

Target Audience: All

Education Session

Scratch Cooking: Using Proper Culinary Techniques to Maximize Labor and Prepare Quality Meals

This education session focuses on innovative ways to develop and execute scratch and speed-scratch recipes. You'll learn the importance of a knowledgeable team working together in order to prepare dishes from scratch. Additionally, the presenter will provide information to help provide students with the best dining experience, to enhance student engagement and to increase participation through collaboration and teamwork. You'll also receive resources to bolster your confidence in utilizing kitchen equipment in the preparation of menu items from scratch.

Speaker(s): John Huff; Michael DuBose

Target Audience: All, N

Education Session

Shared Leadership: How to Let Go and Trust Those Around You

Do you feel that you need to have all the answers and make all the decisions? It doesn't have to fall all on you! Attend this education session to learn how to practice shared leadership and understand why the traditional hierarchy in a team or organization can be ineffective! Learn how to share the responsibility with others on your team to ease the burden on yourself, create efficiencies and empower those around you as they grow into their own!

Speaker(s): Stefanie Giannini, MA, SNS

Target Audience: All, N

Ideas@Work

All the Cool Kids Eat School Lunch: Using Current Trends to Elevate Your Menus

A little work now can bring a big payoff for your school nutrition program! In this session, a former Menu Planner and Assistant Food Service Director, provides best practices for gathering and utilizing trendy ideas to create exciting menus that increase participation and elevate the school food experience.

Speaker(s): Kim Ziarko

Target Audience: All

Ideas@Work

Avoiding Pathogens in Your Produce

Without a pathogen kill-step, fresh produce has been identified as a major source of foodborne illness outbreaks. A pilot study was conducted to assess cooling of fresh produce. None of the produce cooling methods tested successfully cooled the products below 41°F in the six hours established by the 2019 FDA Food Code. This extended time in the temperature danger zone poses a greater risk of pathogen growth, increasing the chances of a foodborne outbreak.

Results highlight important information about produce cooling for school nutrition programs, including schools that source local produce and often arrive at the school at ambient air temperatures. Supply chain, delivery delays, and staffing issues may create situations that exacerbate time and temperature abuse.

Speaker(s): Paola Paez, PhD; Erin Gleason, MS, CDM, CFPP; Kerri Cole

Target Audience: All, N

Ideas@Work

Boosting Morale Through Mission-Driven Experiences

Frontline school nutrition employees work hard each day to bring a school meal program's mission to life. Are you adequately explaining the reasons for program decisions—so they feel a part of the process? Discover tips for building hands-on learning experiences to better connect cafeteria staff to the mission while enhancing employee health and morale. You'll receive examples of field trips and collaborative exercises that allow staff to come together.

Speaker(s): Diane Grodek

Target Audience: M, D, MC, N

Ideas@Work

Connect to the Classroom with MyPlate

Need a quick, easy to prep classroom lesson for any age group? Don't feel confident in your detailed nutrition background? In this education session, discover how you can use MyPlate for a fun, interactive session with students (or as a staff health touch point!). We'll practice using your own "typical day" of food intake, plot things in MyPlate, set a goal or two and have a little fun, too.

Speaker(s): Karen Olsen, RDN, LD, SNS

Target Audience: M, D, MC, N

Ideas@Work

Utilize Google to Create Free and Easy Organizational Tools for Your Schools

Attend this session to learn how to create free organizational tools through Google, including websites to organize departments, menu ordering and inventory tools and department resources. Learn how a Google site for your department allows you to have an internal cloud-based resource to access everything that was once a hard-copy, including weekly orders, daily forecasting plans, production records, daily lunch counts, handbooks, etc., saving you time and money. Find out how to set up a site, link sites together and create additional resources.

Speaker(s): Travis Folmar, MPS, SNS

Target Audience: M, D

Ideas@Work

Hairnets to #Hashtags: Quick Tips to Promote Your Program on Social Media

Want to promote your school meal program on social media but hardly have time to take off your hairnet? This education session will provide you with quick and easy take home tips and ideas for maintaining a social media presence. Learn ways for the social media beginner to create quick content and gain followers. Walk through examples of what to post, when to post and how to educate the public about your program using free resources.

Speaker(s): Nicole Augustine, MA, RD; Melissa Paulsen, RD

Target Audience: M, D, N

Ideas@Work

Back by popular demand from #SNIC23: Picture This: Increasing Access and Meal Participation Through Picture Menus

We eat with our eyes, and so do our students! Attend this education session to discover how one district developed a database of meal tray photos allowing daily menus to be worth a thousand words! Additionally, find out how communication through photos can help you increase accessibility and stakeholder engagement in school meals.

Speaker(s): Juliana Fisher, MS, RDN, CD, SNS

Target Audience: All

Ideas@Work

Small Changes for Big Marketing Impact

Join us to delve into easy, inexpensive SMALL changes that can help you increase participation, engagement, and the overall success of your school nutrition program to make a big impact! We'll share information about how simple changes to condiment options, display and even personal appearance will make your students feel at home. Plus, learn how you can make small changes in administrative participation to help bridge the gap between school and child nutrition staff.

Speaker(s): Brittany Belcher

Target Audience: All, N

Ideas@Work

The Art of Inclusion: Making Menus More Inclusive for Special Diet Populations

In this education session, you'll be introduced to the strategies that IDEA Public Schools (TX), uses when designing menus to be more inclusive to their Special Diet population. You'll be introduced to how simple ingredient swaps and incorporating small batch recipes allows more Special Diet students to participate in the core menu. Plus, you'll receive key strategies and tools to successfully implement a more inclusive menu for the Special Diet population in your district.

Speaker(s): Ashlea Robertson; Daniela Villarrea

Target Audience: All

Ideas@Work

Turn Your Planning Spreadsheet into a Digital Menu with Existing Tools

Did you know that with a couple of scripts, you can turn your menu planning spreadsheet into a live digital menu on websites and in cafeterias? Join us for this education session to learn all the information; including no vendors to wrangle and no new payments. In fact, the updates are live and simple, using tools you already have. (Please note, familiarity with spreadsheets and formulas is recommended).

Speaker(s): Josh Davidson

Target Audience: M, D, MC, SC

Ideas@Work

We Are Now Living in the Experience Era: Are You Ready for It?

Attention frontline workers, cooks, cafeteria managers, supervisors, and directors—this session is for all of you. Would you like to help your district increase participation while simultaneously impacting the lives of your students? Receive the information you need to transform the experience your students have at the serving line. In today's "Experience Era," discover that what you bring to the table and what you do to connect to the minds and hearts of your students is what is most important. Get ready to learn the positive steps you can take to impact the lives of your students!

Speaker(s): Yezica Hostetler

Target Audience: All

Education Session

Reduce Sodium and Minimize Labor with Speed-Scratch Food Production

This education session provide information on the benefits of speed-scratch cooking and how its food production can reduce sodium in recipes and in school menus. You will also learn speed-scratch techniques that make it easier for your staff and minimizes labor hours, too.

Speaker(s): USDA Representatives

Target Audience: All

Education Session

Building Momentum for Free School Meals for All

The pandemic highlighted the critical role that school meals play in supporting student nutrition, health and academic achievement. It also emphasized the significant benefits of providing free meals to all students. Did you know that California and Maine have passed legislation to make healthy school meals free for all? Join this session as it is a timely opportunity to think about what all students participate at no cost can look like. Hear how school nutrition staff and SNA state chapters have been leaders in Healthy School Meals for All campaigns and identify ways to get involved.

Speaker(s): Alexis Bylander, MPP; Itzúl Gutiérrez; Coughlin Carroll M.Ed, RDN, SNS

Target Audience: All

Education Session

Guac and Roll! Let's Create Instagram Reels!

Instagram Reels bring your program to life and engage students on a platform that anyone can use! Discover how Reels will put your program at the top of your followers' news feed and easily receive hundreds of views. Grab your smartphone and join us to learn how easy it is to make an Instagram Reel to receive more views and engagement.

Speaker(s): Liz Roesel; Arianne Branch

Target Audience: M, D, I, SC

Education Session

Presenting Your Program Realities to Your Admin and Boards 2.0

Now more than ever, it's vital that school administrators and School Board members clearly understand the realities of operating your school foodservice program. During this session, we will share a host of customizable slides to help you share your story. They include: milestones and points of pride, national trends, staffing implications, key district metrics, affirmations and recommendations. You'll learn tricks of the trade from past SNA presidents on how to present yourself, your team, and your program in the best light— and how to handle those pesky nerves, too.

Speaker(s): Colette Tyler

Target Audience: D, MC

Education Session

Unpaid Meals: Proactive Strategies to Prevent School Lunch Debt

In this education session, the presenters will share proactive strategies to prevent and manage unpaid meal charges. The information will also include a reminder of the local charge policy requirement, available resources from USDA and best practices managing unpaid meal charges at the local level.

Speaker(s): USDA Representatives

Target Audience: D, MC, SA

Education Session

But Will It Fit Through the Door?

Remember the adage measure twice, cut once? Join us to find out how this adage also applies when planning your equipment procurement. You will learn from experienced professionals how to properly plan for and purchase the right equipment for your program. From single equipment purchases to large projects, learn the tools to make sure your equipment fits!

Speaker(s): Sara Gasiorowski, MBS, SNS

Target Audience: D

Education Session

Solving School Nutrition Challenges Through Synergies with Your High School's Business Department

What if high school students are your solution to staffing, meal participation and funding problems? Discover why leveraging business students creates a "win-win" opportunity for students and staff. You'll gain insights from this district's director of nutrition services and high school's head business instructor on how you can replicate this collaborative model at your school. From managing and operating school stores to interning and volunteering in the cafeteria, your district's business students can be the key to the physical and fiscal success of your program.

Speaker(s): Tony Jorstad, R.D., S.N.S.; Jean Schneider, Med, PMP

Target Audience: M, D

Education Session

Supply Chain Challenges? Let's Leverage Entitlement Dollars!

This interactive session will explain the importance of leveraging entitlement dollars to conquer supply chain issues and enhance your menus. Discover how this turn-key solution can be easily implemented in your school district—to help you focus on solutions and menu items kids will love.

Speaker(s): Shannon FitzGerald, MS, RDN; Danielle Barrett, EdD, RDN

Target Audience: D, SA

Employee/Manager Section Meeting

Team United: How Our Differences Give Us Power and Our Power is in Our Differences

What drives people to behave the way they do and be who they are? This education session details why highly successful teams recognize that to achieve goals and minimize conflict, it's important to develop self-awareness and self-management habits. Discover why some people need all the details while others are okay with spontaneous adjustments—and why some people are "matter-of-fact" while others are more expressive communicators. The presenters will equip you with the insights you need to identify personality strengths, blind spots and communication preferences. You'll walk away with clarity and practical applications for improving team communication.

Speaker(s): Joe Pettit

Target Audience: M

Education Session

Reach Higher and Create Magical Experiences for Each Other and Your Students

Fact: One out of every four children in America is hungry. It's time to reach for a higher purpose. Re-Imagine your cafeteria as The Magic Kingdom...the happiest place on earth! \

Presenter MGM will help you reach higher by touching your heart, tickling your funny bone and transforming your life! In this education session, you'll learn how to create "magical experiences" for each other and students! You'll learn what you serve, where you serve and how you serve is saving America one 5-star school meal at a time!

Speaker(s): MGM Mulvaney

Target Audience: M

Education Session

Managing Stress and Anxiety During Unprecedented Times

Life during and after a pandemic: One minute, students are in school...the next minute, they're at home. You reached higher and fed millions of children in unprecedented times, only to now be hit with supply chain disruption and staff shortages. This session will share pandemic and post-pandemic strategies and cutting-edge tools from experts—proven to reduce your stress and anxiety.

Speaker(s): Tami West, PhD; Donna Clark Love, LCDC, CPS, BS

Target Audience: All, N

Education Session

Ignite Your Leadership S.H.I.N.E.

Leadership is both rewarding and challenging. The pandemic created the perfect storm for many exceptional leaders, like yourself. This training will provide leaders and aspiring leaders, like you, with a toolbox full of resources, information and connections to support you so you can create an exceptional school community. It is time to ignite your S.H.I.N.E. and remind yourself of the leader you are!

Speaker(s): Liesl Sisson

Target Audience: All, N

Education Session

Be FIT for Food Safety

Is your cafeteria F.I.T. for a food safety inspection? Do you get nervous at the thought of a visit from the Health Department? In this education session, the presenters will guide you how to spot the hidden dangers in your operation. Learn the value of conducting in-house inspections and daily walk throughs. Additionally, hear from special guest Café LA Ray as he demonstrates an active managerial control process and helps you get your cafeteria into shape for the next health department visit.

Speaker(s): Dawn Soto; Selina Gordian; Bryan Flores

Target Audience: All, N

Education Session

Bring Customers Back to the Table

Are you looking for ideas to bring customers back to the cafeteria table? Learn customer service and marketing techniques to entice students to dine with you. Additionally, the presenter will share ideas for enhancing both your service and overall atmosphere to increase participation.

Speaker(s): Kern Halls, B.S, B.M

Target Audience: All, N

Education Session

Professional Boundaries

Join this education session to hear from a presenter who has navigated her way through the ropes of foodservice. From making pizzas and doing dishes at 15 years old, to putting herself through college, to becoming a Director of Child Nutrition. She'll discuss how to identify and set healthy boundaries so you can find the balance between being unapproachable and being too accessible. Additionally, there will be an open discussion with ideas and tips to help you become a more effective and confident leader.

Speaker(s): Crystal Eatherton, BS, SNS

Target Audience: All, N

Education Session

Increasing Capacity for Scratch Cooking

In this interactive session, the Chefs at Brigaid and RDs at LunchAssist will team up to help you build capacity for scratch cooking. Learn their tried-and-true strategies for helping schools make meaningful changes to their school nutrition programs that have a BIG impact. Plus, you'll walk away with practical ideas to support workforce development, improve your operations and challenge your team to reach higher to support the health and well-being of the students you serve.

Speaker(s): Jennifer McNeil, RDN, SNS; Dan Giusti

Target Audience: E, M, D, SC

Roundtable

Keeping it R.E.A.L.—Encouraging Teams

This session will "Keep it 'R.E.A.L.'" by diving into strategies to lead and be a positive team member in a post pandemic workplace that has staff and leadership feeling constantly strained and stressed. Come and explore how to encourage your staff by use positive and intentional activities to successfully lead them through the school year. This training session will include discussions about what you see, experience and hear from staff, and explore what you need as a leader.

Speaker(s): Michelle Helms, BS, SNS; Tiffani Hebert

Target Audience: M, N

Culinary Skills Lab

Utilizing USDA Foods for Speed-Scratch Recipe Development

In this culinary demo, you will learn to define speed-scratch food production and identify methods to incorporate value-added USDA Foods into recipes. Additionally, you will be provided with an overview of using the USDA Recipe Standardization Guide for Schools in your recipe development. Plus, see a demonstration of how a variety of recipes can be easily assembled and prepared utilizing USDA Foods as the core ingredient(s).

Speaker(s): Chef Patrick Garmong; Chef Garrett Berdan

Target Audience: All

Learning Bursts

B-I-N-G-O: A Classic Interactive Game for School Nutrition Success

If you enjoy classic games, this training is for you! In this interactive session .. you will participate in a fun game of B-I-N-G-O to discover how you can provide education on "B"uilding School Meals, "I"dentifying Reimbursable Meals, "N"utrition Standards, "G"reat Food Components, and "O"ffer vs Serve to your school foodservice staff. Additionally, you will be provided with a free tool so you can present the classic game of "B-I-N-G-O" in your school district. Find out who will yell B-I-N-G-O first!

Speaker(s): Hollie Best, MBA, RD, LDN

Target Audience: E, M, D, N

Learning Bursts

Creating a "Wow" Cafeteria Experience

Fancy serving lines and fabulous service is just part of what makes a great cafeteria experience . In this session, we'll discuss ways to engage with students to ensure that they not only want to eat your delicious school meals but enjoy coming to the cafeteria (and feel welcome each time). Plus, we'll share fun ideas you can use immediately to add that "wow" factor— taste test guessing games, decorating with students for special occasions, using music in the serving area and much more.

Speaker(s): Tory Gibson

Target Audience: M, D, MC, N

Learning Bursts

Five Phrases to Memorize Before Media Events

Handling the media requires putting your program's best foot forward. Join this session to learn the importance of anticipating questions by understanding the current news trends, comparing notes with other directors and reading SNA's media releases. Additionally, you'll take away a list of the materials to take to a media event, five questions commonly asked of a food service director, as well as a one-page description of a foodservice program (used by news reporters to provide talking points with the footage shown).

Speaker(s): Lora Gilbert

Target Audience: D, MC

Learning Bursts

Health vs. Healthy: The Benefits of Integrating Weight-Inclusive Vocabulary into School Nutrition Education Programs

How do the words we use impact student's relationship with food and their body? Whether you have a strong nutrition education program or have been thinking about getting one started, gain a new perspective on how our words matter and learn more about specific weight-inclusive vocabulary that can be implemented directly into your foodservice and nutrition education programs.

Speaker(s): Allison Gile

Target Audience: All

Learning Bursts

Procurement: Local Fair to School Lunches Would you like to procure more foods locally? Why not start with beef from your local fair. This session will explain the importance of connecting the classroom, cafeteria, and community together for a successful Farm to School program. You'll also learn quick tips on the process of procuring local beef from youth 4H students at county fairs.

Speaker(s): Stacey Bettis

Target Audience: M, D

Learning Bursts

Show Me the Money!

Listen. Learn. Share. This education session is brought you by the School Nutrition Foundation, who, since 1964 has awarded over 2 million dollars in scholarships to school nutrition professionals. Listen as we showcase a collection of successful fundraising activities. Learn how these great ideas can be used to bring in revenue for your local chapters and state affiliates. Share the successful fundraising campaigns that you're using for a win-win for everyone!

Speaker(s): JoAnne Robinett, MSA, SNS

Target Audience: M, D

Learning Bursts

What's in Your Coffee Bar? The Latest on Ingredients & Recipes

Does your mocha latte have real chocolate or imitation syrup? Attend this session to find out how coffee bars are growing in popularity, and so are the demands to create exciting drinks that will still meet Smart Snacks requirements. The presenters will share the most current research on coffee drink ingredients, caffeine and kids. The presentation will provide the confidence you need to stock your coffee bar with age-appropriate beverages for all high school students. Chefs will also include K-12 coffee bar recipes without too much caffeine, expensive equipment or artificial ingredients.

Speaker(s): Lindsey Schoenfeld, RDN; Vahista Ussery, MS, MBA, RDN

Target Audience: M, D

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of May 31, 2023 was 14,203. This is 228 less than the same time last year.

FISCAL IMPACT:

N/A

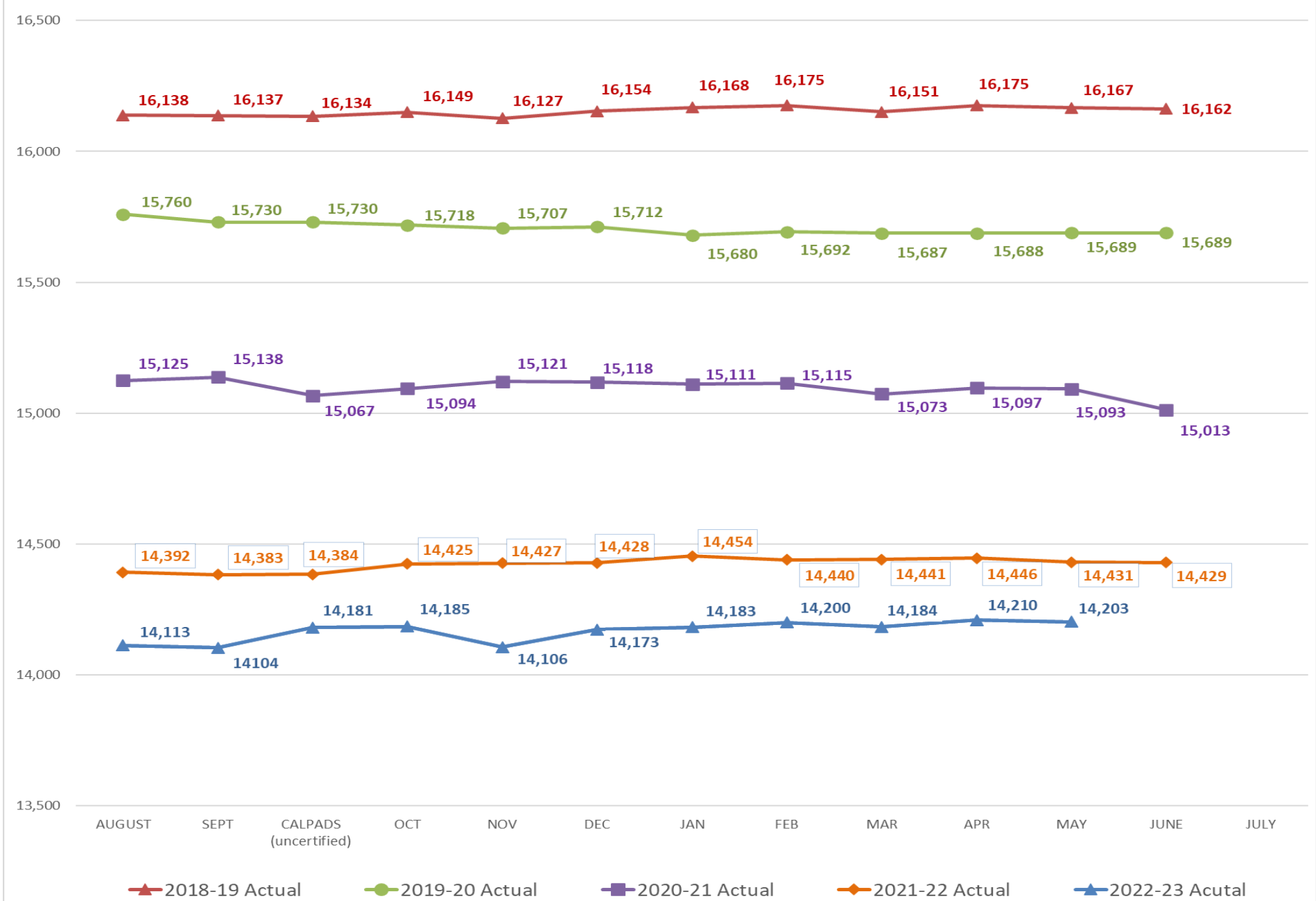
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2023-2024 (Mitchell/Franz)

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

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

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

FISCAL IMPACT:

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

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #22-10 (Mitchell /Franz)

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

1. A listing of Purchase orders issued 5/03/2023 through 6/02/2023 for the 2022-2023 school year, for \$10,846,604.16.
2. A listing of Purchase orders issued 5/03/2023 through 6/02/2023 for the 2023-2024 school year, for \$11,660,940.68.
3. There are no Draft Payments issued from 5/03/2023 through 6/02/2023, for the 2022-2023 school year.
4. There are no Draft Payments issued from 5/03/2023 through 6/02/2023, for the 2023-2024 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-10 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #22-10 \(18 Pages\)](#)

Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP23-00103	Gold Star Foods	640	SUP	130-9320	113.28
NP23-00104	P And R Paper Supply Co	640	SUP	130-9320	7,559.39
NP23-00105	P And R Paper Supply Co	640	SUP	130-9320	3,339.00
NP23-00106	P And R Paper Supply Co	640	SUP	130-9320	10,711.47
NP23-00107	Gold Star Foods	640	SUP	130-9320	1,266.60
NP23-00108	Sysco Food Services Of Ventura	640	SUP	130-9320	1,037.60
NP23-00109	P And R Paper Supply Co	640	SUP	130-9320	4,143.49
NP23-00110	Gold Star Foods	640	SUP	130-9320	563.40
NP23-00111	Sysco Food Services Of Ventura	640	SUP	130-9320	1,329.35
NP23-00112	Sysco Food Services Of Ventura	640	SUP	130-9320	1,545.05
NP23-00113	P And R Paper Supply Co	640	SUP	130-9320	3,539.00
NP23-00114	P And R Paper Supply Co	640	MATL/SUP	130-9320	3,647.96
P23-04753	Walmart	038	matl/supp-instructional	010-4300	109.25
P23-04941	Walmart	038	MATL/SUPP-instructional-Tapia/Elisondo	010-4300	500.00
P23-04950	CN School & Office Sol, Inc Culler-Newlin	058	BOND/SERVICE	214-5800	3,823.75
P23-04951	CALIFORNIA SCIENCE CENTER RESEARCH DEVELOPMENTS OFFICE	050	SERV-INST	010-5800	50.00
P23-04952	University of California Press	360	MATERIAL AND SUPPLIES (LCAP 3.01)	010-4200	1,086.09
P23-04953	Ventura Co Star	600	SERVICE/LEGAL AD (Kdg Classroom Project- Driff)	350-6250	303.82
P23-04954	California Geological Survey School Review Unit	630	Bond Funds/ Environmental Fees / Driffill	214-6171	4,800.00
P23-04955	HOLIDAY INN EXPRESS ELK GROVE	300	Hotel Resv for Dr. DeGenna & A. Fox attending Conf	010-5200	921.60
P23-04956	Southwest Airlines	300	Travel/Middle School Task Force	010-5200	1,139.85
P23-04957	Ventura Co Office Of Education	380	SERV (LJ071616)	010-5100 010-5800	10,015.75 25,000.00
P23-04958	Ventura Co Office Of Education	380	SERV (MP111618)	010-5800	16,919.41
P23-04959	Ventura Co Office Of Education	380	SERV (VC120515)	010-5800	22,594.14
P23-04960	Ventura Co Office Of Education	380	SERV (BA072912)	010-5800	10,747.08
P23-04961	Office Depot Bus Ser Div	003	stores supplies	010-9320	1,784.98
P23-04962	SCHOOL SPECIALTY LLC	003	stores supplies	010-9320	7,714.96
P23-04963	Southwest School & Office Sup	003	stores supplies	010-9320	7,426.07
P23-04964	ENVIROPLEX INC.	630	BOND/BLDG (DRIFTK PROJECT)	350-6240	5,000,000.00
P23-04965	Tom Rey Garcia dba/ Tomas Cafe & Gallery	060	Tomas cafe- open PO	010-4300	1,092.50
P23-04966	Multi Service Technology Sol Best Buy Business Advantage	315	MATERIAL AND SUPPLIES (LCAP 1.6)	010-4300	6,752.20
P23-04967	SCRIPPS MEDIA INC VENTURA COUNTY STAR	650	LEGAL AD (IEC & CLOCK NETWORK REPL PROJECT)	140-5800	2,359.88
P23-04968	SIMON & SCHUSTER INC.	041	T3/SERV	010-5800	5,000.00
P23-04969	MIND RESEARCH INSTITUTE	355	MATERIALS FOR MATH - LCAP 1.05	010-4300	3,773.68

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

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Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04970	Petroleum Telecom Inc DBA Telecom	044	Materials & Supplies	010-5632	157.61
P23-04971	SCHOOL TECH SUPPLY	315	MATERIAL SUPL (LCAP 1.6)	010-4400	3,565.37
P23-04972	CPI	380	MEMBERSHIP (J.JASSO) LCAP 1.30	010-5300	200.00
P23-04973	SCHOOL TECH SUPPLY	380	New screen and laptop repair	010-4318	169.24
P23-04974	ALLEN ELECTRIC & LIGHTING, INC	630	DEF MAINT (SORIA LIGHTING PROJ)	140-5632	10,854.12
P23-04975	Children's Museum of Santa Barbara, MOXI	051	SERVUCES (Instructional)	010-5800	330.00
P23-04977	Petroleum Telecom Inc DBA Telecom	044	MATERIALS & SUPPLIES	010-4300	2,350.73
P23-04978	Maad Graphics	060	Materials Sup-(Incentives)	010-4300	653.32
P23-04979	Ashton Awards Inc Aswell Trophy	044	MATERIALS & SUPPLIES	010-4300	586.90
P23-04980	General Binding Corp.	050	MAINT RENEWAL	010-5631	506.00
P23-04981	SANTA BARBARA ZOO	051	SERVICES (Instruction)	010-5800	1,260.00
P23-04982	Lakeshore Learning Materials-V	059	Materials & Supplies	010-4300	546.25
P23-04983	WIDMORE MANAGEMENT LLC EL POLL O LOCO	360	Supplies/Refreshments- LCAP 3.01	010-4300	244.15
P23-04984	Every Special Child LLC	380	SERV(MS-R. BRATTEN)	010-5100	33,320.00
P23-04985	COSTCO WHOLESALE CORPORATION	380	MATLS/SUPPL(LCAP 1.13)	010-4300	600.00
P23-04986	Office Depot Bus Ser Div	380	MATLS/SUPPL(INK-BHX)	010-4300	298.51
P23-04987	Ventura Co Office Of Education	380	SERV (SV112811 & IH081410)	010-5100	9,593.77
P23-04988	Office Depot Bus Ser Div	380	MATLS/SUPPL (AUT)	010-4300	6,785.54
P23-04989	Office Depot Bus Ser Div	380	MATLS/SUPPL (M/S)	010-4300	8,860.24
P23-04990	Office Depot Bus Ser Div	380	MATLS/SUPPL (Program Specialist)	010-4300	7,570.44
P23-04991	Staples Direct	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	812.13
P23-04992	Walmart	059	Materials & Supplies (Infant Dept.)	010-4300	437.00
P23-04993	COURTYARD RIVERSIDE/MORENO VALLEY AREA	050	CONF-INST	010-5200	539.94
P23-04994	DICK BLICK COMPANY BLICK ART MATERIALS	041	Matl-Sup - Instructional	010-4300	265.96
P23-04995	Apple Computer Inc	004	COMP EQUIP	010-4418	2,011.59
P23-04996	Staples Direct	315	MAT/SUPL LCAP 1.6	010-4300	20,000.00
P23-04997	Home Depot Inc	044	MATERIALS & SUPPLIES	010-4400	1,743.63
P23-04998	Home Depot Inc	059	Non-Cap Equipment (Infant Dept.)	010-4400	740.72
P23-04999	Uline	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	3,987.33
P23-05000	SCHOOL SPECIALTY LLC	335	MATERIAL & SUPPLYS KATHERINE IEPPALOUTO (LAAP1.8)	010-4300	1,465.79
P23-05001	Lakeshore Learning Materials	380	MATLS/SUPPL (M/M)	010-4300	3,183.08
P23-05002	Lakeshore Learning Materials	380	MATLS/SUPPL (RSP)	010-4300	7,728.38
P23-05003	Lakeshore Learning Materials	380	MATLS/SUPPL (TLC)	010-4300	5,451.86
P23-05004	Vicky Gonzalez 3G Promotional Products	042	Materials and Supplies	010-4300	3,731.32
P23-05005	Flinn Scientific Inc	042	Materials and Supplies	010-4300	1,521.90

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

ESCAPE ONLINE

Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05006	Lakeshore Learning Materials	335	MATERIAL & SUPPLY (LCAP 1.8) KATHERINE L	010-4300	2,539.72
P23-05007	T & D Rentals Inc	315	MATERIAL AND SUPPLY (LCAP1.6)	010-5600	2,726.77
P23-05008	ORIENTAL TRADING COMPANY	315	Material and Supplys (LCAP 1.6)	010-4300	457.60
P23-05009	STUDENT BOTTLES.COM	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	1,966.50
P23-05010	Spicers Paper Inc	655	Materials and Supplies	010-4300	853.24
P23-05011	SALINAS & SONS ROOTER SERVICE	630	Plmbing Repair / Rose Ave	010-5645	975.00
P23-05012	NEWSEM AG, INC. dba. GREENE TR EE CARE	630	Professional Service / Frank	010-5800	17,150.00
P23-05013	ARROW RESTAURANT EQUIPMENT & S UPPLIES INC	640	6400/EQUIP	010-6400	28,951.25
P23-05014	IXL LEARNING, INC	355	SOFTWARE/APPS FOR MATH - LCAP 1.05	010-5818	2,000.00
P23-05015	SEESAW LEARNING INC	057	Online learning material	010-5818	1,200.00
P23-05016	Affordable Tables And Chairs	315	MATERILA AND SUPPLY (LCAP 1.6)	010-4300	2,498.00
P23-05017	Bluedog Distribution	042	Materials and Supplies	010-4300	326.27
P23-05018	SCHOOL TECH SUPPLY	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4400	99,775.92
P23-05019	CALIFORNIA SCIENCE CENTER RESE RVATIONS OFFICE	050	SERV-INST	010-5800	1,322.00
P23-05020	Lakeshore Learning Materials	042	MAT/SUP LCAP Goal 2.4; Wellness Center	010-4300	620.63
P23-05021	Office Depot Bus Ser Div	380	MATLS/SUPPL (M/M)	010-4300	7,143.10
P23-05022	Office Depot Bus Ser Div	380	MATLS/SUPPL (RSP)	010-4300	16,016.24
P23-05023	Office Depot Bus Ser Div	380	MATLS/SUPPL (TLC)	010-4300	3,845.86
P23-05024	Walmart	380	MATLS/SUPPL(AUT)	010-4300	3,815.27
P23-05025	Walmart	380	MATLS/SUPPL (M/M)	010-4300	3,004.38
P23-05026	Walmart	380	MATLS/SUPPL (TLC)	010-4300	874.00
P23-05027	SPSG INC.	385	SERV/MHSP GRANT (GOALS 2.5)	010-5800	375,000.00
P23-05028	Art Trek	057	T1/SUPP CONC/SERV (GOAL 2, STRATEGY 5)	010-5800	10,975.00
P23-05029	AG Designs 805 Inc.	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	11,471.25
P23-05030	Pioneer Chemical Co	003	stores supplies	010-9320	126.02
P23-05031	Veritiv Operating Company	003	stores supplies	010-9320	180.04
P23-05032	Office Depot Bus Ser Div	003	stores supplies	010-9320	2,521.32
P23-05033	Southwest School & Office Sup	003	stores supplies	010-9320	338.89
P23-05034	Toppers Pizza Place	059	Materials & Supplies	010-4300	424.33
P23-05035	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	059	Materials & Supplies	010-4300	497.00
P23-05036	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	360	Conf-	010-5200	80.00
P23-05037	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	37,245.50
P23-05038	J W Marriott Anaheim Resort	315	Conf - LCAP 1.11	010-5200	947.43

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Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05039	CA Dept of Social Svcs Communi ty Care Licensing	335	SERV/DEPT SOCIAL SERVICES/ROSE AVE (LCAP 1.8)	010-5800	363.00
P23-05040	Santa Barbara Mission	038	SERV-instructional-Hernandez/Torres	010-5800	249.00
P23-05041	Div Of The State Architect Att n: CASHIER	630	Bond Funds / DSA Fees / Drifill	214-6220	67,554.00
P23-05042	BIG RED CRANE COMPANY INC	630	Professoanl Service / Facilities	010-5800	775.00
P23-05043	Uline	315	MATL/SUPL LCAP 1.6	010-4300	2,701.35
P23-05044	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD (LEASE LEASE BACK- FREMONT)	214-6250	451.00
P23-05045	UPS - FREIGHT	630	Professional Service	010-5800	1,000.00
P23-05046	Lakeshore Learning Materials-V	038	MATL/SUPP-Guillen	010-4300	55.68
P23-05047	Office Depot Bus Ser Div	050	Materials & Supplies-Inst	010-4300	497.70
P23-05048	DICK BLICK COMPANY BLICK ART M ATERIALS	003	stores supplies	010-9320	1,082.75
P23-05049	Walmart	055	Supplies/decorations for 20th anniversary	010-4300	819.38
P23-05050	TRI-COUNTY OFFICE FURNITURE	300	FURNITURE	010-4400	2,403.50
P23-05051	Ashton Awards Inc Aswell Troph y	038	MATL/SUPP-instructional	010-4300	100.40
P23-05052	General Binding Corp.	054	MAINT RENEWAL	010-5631	506.00
P23-05053	SIGNET CONTROLS, INC	630	Professional Service / Fremont	010-5800	2,310.00
P23-05054	SCHOOL TECH SUPPLY	004	COMP EQUIP	010-4318	1,155.84
P23-05055	CDW G	004	SOFTWARE	010-5818	42.12
P23-05056	BARNES AND NOBLE BOOKSELLERS, INC.	335	Mat/Supply (LCAP 1.8) Ready Set Go Program	010-4200	845.60
P23-05057	Lego Education	315	MTRL/SUPL LCAP 1.6	010-4300	1,474.55
P23-05058	ORIENTAL TRADING COMPANY	050	Materials & Supplies-Inst	010-4300	43.68
P23-05059	SCHOOL TECH SUPPLY	044	MATERIALS & SUPPLIES	010-4300	764.71
P23-05060	ELOY LUNA CASTRO LUNA'S PARTY RENTAL	055	CHAIR RENTALS	010-5713	240.00
P23-05061	Lakeshore Learning Materials	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	1,302.26
P23-05062	Lakeshore Learning Materials	050	Materials & Supplies-Inst	010-4300	1,212.54
P23-05063	Lakeshore Learning Materials	050	Materials & Supplies-Inst	010-4300	1,090.32
P23-05064	ORIENTAL TRADING COMPANY	050	Materials & Supplies-Inst	010-4300	519.32
P23-05065	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	3,878.86
P23-05066	JS Hospitality Group, LLC Cour tyard by Marriott Oxnard	300	CONF-LCAP Goal 1,32 (SPSA Clinic Event)	010-5800	7,917.67
P23-05068	Pamela A Gunther Fit and Fun P layscapes LLC	050	MAT/SUP LCAP Goal 2.4; Wellness Center	010-4300	444.20
P23-05069	World Globes & Maps LLC	050	MAT/SUP, LCAP Goal 2.4; Wellness Ctr.	010-4300	497.00
P23-05070	Stencil Ease	050	MAP/SUP, LCAP Goal 2.4; Wellness Center	010-4300	743.02
P23-05071	Editorial Projects in Ed, Inc Education Week	300	Magazine Subscription	010-5300	97.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05072	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	300	MTRL/SUPL LCAP 1.19	010-4300	17,909.80
P23-05073	Apple Computer Inc	059	Computer Equipment Over \$500 & Computer Supplies	010-4318 010-4418	352.72 927.27
P23-05074	Best Buy	036	MAT/SUP, LCAP Goal 2.4; Wellness Center	010-4300	882.67
P23-05075	Office Depot Bus Ser Div	036	MAT/SUP LCAP Goal 2.4; Wellness Center	010-4300	45.19
P23-05076	Office Depot Bus Ser Div	032	MAT/SUP LCAP Goal 2.4; Wellness Center	010-4300	45.19
P23-05077	Office Depot Bus Ser Div	038	MAT/SUP LCAP Goal 2.4; Wellness Center	010-4300	273.10
P23-05078	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	100,197.25
P23-05079	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	87,971.36
P23-05080	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	107,372.15
P23-05081	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	108,823.13
P23-05082	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	84,133.70
P23-05083	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	91,714.19
P23-05084	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	109,937.06
P23-05085	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	106,623.81
P23-05086	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	95,052.57
P23-05087	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	116,746.36
P23-05088	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	104,944.34
P23-05089	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	103,082.06
P23-05090	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	91,999.81
P23-05091	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	72,868.65
P23-05092	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	87,464.09
P23-05093	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	92,593.91
P23-05094	Teacher's Curriculum Institute	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	115,192.56

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Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05095	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	9,767.44
P23-05096	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	7,890.36
P23-05097	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	12,242.56
P23-05098	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	11,389.31
P23-05099	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	9,120.95
P23-05100	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	12,118.56
P23-05101	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	11,872.14
P23-05102	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	11,796.33
P23-05103	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	17,223.01
P23-05104	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	9,678.37
P23-05105	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	13,904.94
P23-05106	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	18,204.78
P23-05107	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	12,096.21
P23-05108	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	14,572.73
P23-05109	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	19,923.96
P23-05110	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4200	16,408.64
P23-05111	Grainger Inc	315	MTLS/SUPPLIES	010-4300 010-4400	5,839.56 3,646.14
P23-05112	Central Restaurant Products	640	MATL/SUP	010-4300	2,596.72
P23-05113	Acorn Paper Products Co	003	Store Supplies	010-4300	1,632.49
P23-05114	Ashton Awards Inc Aswell Trophy	040	MATL/SUPP	010-4300	416.46
P23-05115	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	042	MAT/SUP LCAP Goal 2.4; Wellness Center	010-4300	3,233.36
P23-05116	Southwest Plastic Binding Co Southwest Binding & Laminating	655	Materials and Supplies	010-4300	331.62
P23-05117	SANTA BARBARA ZOO	038	SERV-instructional/Lopez	010-5800	210.00
P23-05118	Office Depot Bus Ser Div	610	Materials and Supplies (ERGO ONLY)	010-5800	2,185.00
P23-05119	University Auxiliary Services	200	SERV (Residency Program)	010-5800	530.89
P23-05120	Schwabe Books	036	bks/instructional	010-4200	12,563.75
P23-05121	GMO GLOBALSIGN INC.	004	SOFTWARE (SSL CERTIFICATE)	010-5818	298.00

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Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05122	Jostens, Inc	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	2,084.49
P23-05123	CN School & Office Sol, Inc Cui Iver-Newlin	355	MATERIALS & SUPPLIES, S/C GRANT. (LCAP 1.05)	010-4400	714.44
P23-05124	Schwabe Books	036	bks/instructional	010-4200	10,378.66
P23-05125	JOSE C. CASTANEDA PROVISION EN TERTAINMENT DJS	055	Service for dance on May 26 2023	010-5800	525.00
P23-05126	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	055	Service	010-5800	745.50
P23-05127	Central Restaurant Products	640	MATL/SUP	010-4300	368.36
P23-05128	Affordable Tables And Chairs	360	Rentals- LCAP 3.01	010-5600	705.00
P23-05129	ZACHARI DUNES MANDALAY BEACH	640	CONF/TRAINING	010-5200	4,801.45
P23-05130	HOME COUNTY PIZZA INC DOMINO'S PIZZA	041	Matl - Supplies	010-4300	1,638.75
P23-05131	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05132	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05133	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05134	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05135	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05136	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05137	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05138	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05139	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05140	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05141	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05142	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05143	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05144	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05145	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05146	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05147	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05148	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05149	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05150	MARIA L GONZALEZ DE PEREZ PERE Z FAMILY FARMS INC.	640	SUP	130-4700	5,000.00
P23-05151	General Binding Corp.	052	MAINT RENEWAL	010-5631	506.00
P23-05152	Superior Sanitary Supplies	038	matl/supp	010-4300	173.25
P23-05153	RUBBER NECK SIGNS	650	MTLS/SUPL (DISTRICT WIDE NEW LOGO SIGNS)	010-4300	5,522.44
				010-5600	680.60
P23-05154	RUBBER NECK SIGNS	001	MTLS/SUPL (BOARD RM SIGNS)	010-4300	920.25
P23-05155	Meathead Movers Inc	315	Professional Services LCAP 1.6	010-5800	10,000.00
P23-05156	JS Hospitality Group, LLC Cour tyard by Marriott Oxnard	345	Serv-LCAP Goal 1,04 Pathway	010-5800	20,083.35
P23-05157	Veritiv Operating Company	630	Grounds Materials and Supplies	010-4300	391.01
P23-05158	CDW G	004	SOFTWARE	010-5818	770.00
P23-05159	Veritiv Operating Company	003	stores supplies	010-9320	180.04
P23-05160	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	630	Plumbing repair / Fremont	010-5645	5,000.00
P23-05161	Lowe's	630	Materials and Supplies	010-4300	359.19
P23-05162	SiteOne Landscape Supply, LLC	630	Grounds Equipment	010-4400	36,035.93
P23-05163	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Def Maint / Prof Service / Lopez	140-5800	7,180.00
P23-05164	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Def Maint / Prof Service / Lopez	140-5800	3,600.00
P23-05165	B & H Foto & Electronics Corp	057	Materials and Supplies	010-6400	8,964.88
P23-05166	NEW MANAGEMENT, INC	059	Materials & Supplies	010-4300	179.17
P23-05167	CDW G	004	SERV	010-5818	5,550.00
P23-05168	Ccp Industries	003	stores supplies	010-9320	474.81
P23-05169	SCHOOL TECH SUPPLY	004	COMP EQUIP (IT Dept.)	010-4418	2,025.50
P23-05170	INOCENTE GARCIA GARCIA CATERIN G GRILL	360	Supplies/Refreshments- LCAP 3.01	010-4300	1,857.25
P23-05171	SCHOOL SERVICES OF CALIFORNIA, INC.	660	CONSTR. BASICS & ACCOUNTING 3HR. WEBINAR - 5/23/23	010-5200	550.00
P23-05172	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	640	SUP	130-4300	494.95
P23-05173	Office Depot Bus Ser Div	003	stores supplies	010-9320	738.58
P23-05174	TEACHER CREATED MATERIALS	360	SERV/LC GRANT (GOAL 3, ACTIVITY)	010-5800	5,500.00
P23-05175	SCHOOL TECH SUPPLY	315	SERV/ELOP (GOAL/ACTION 1.6)	010-5100	206,380.00
				010-5800	25,000.00
P23-05176	JOSEPHINE VALDEZ RAMIREZ	360	SERV/SUPP CONC (GOAL 3, ACTIVITY 1)	010-5800	850.00
P23-05177	California Science Center	315	Field Trip LCAP 1.6	010-5800	300.00

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P23-05178	SCHOOL TECH SUPPLY	610	COMP - Mat/Sup	010-4418	3,299.32
P23-05179	Petroleum Telcom Inc DBA Telecom	620	REPAIRS	010-5632	1,000.00
P23-05180	FIRE RECOVERY USA, LLC	630	Fire Inpection Fees / Kamala	010-5800	115.00
P23-05181	FIRE RECOVERY USA, LLC	630	Fire Inpection Fees / Elm	010-5800	115.00
P23-05182	SANTA BARBARA ZOO	051	SERVICES (Instruction)	010-5800	2,052.00
P23-05183	Amazon Com	003	STORES- PPE SUPPLIES (CLOROX/BABY WIPES)	010-4300	2,217.01
P23-05184	ELEMENTAL HARDWARE INC.	315	SERV/ELOP (GOAL/ACTION 1.6)	010-5800	15,200.00
P23-05185	VIOLA INC.	630	BOND/BLDG (DRI TK PROJ PRE-CONST SVCS)	350-6272	27,870.00
P23-05186	Southwest School & Office Sup	003	stores supplies	010-9320	2,484.22
P23-05187	Office Depot Bus Ser Div	003	stores supplies	010-9320	1,053.26
P23-05188	NIGRO & NIGRO PC	600	SERV	010-5800	17,250.00
P23-05189	AVID CENTER REGISTRATIONS	315	Conf - LCAP 1.11	010-5200	57,000.00
				010-5800	1,900.00
P23-05190	Hemal D. Ratanjee dba. Ultimate Image Printing	053	Material Supplies- Instructional	010-4400	4,262.57
P23-05191	TECHSMITH CORPORATION	600	SCVS/SUBSCRIP.	010-5818	93.37
P23-05192	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	038	MAT/SUPP-Volleyball Jerseys	010-4300	633.65
P23-05193	GOBULK.COM	051	MAT/SUPPLIES (Instruction)	010-4300	258.92
P23-05194	Lakeshore Learning Materials	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	196.49
P23-05195	Ashton Awards Inc Aswell Trophy	056	Mat/Supp-Instructional	010-4300	264.17
P23-05196	SCOTT HANNAN NEXT LEVEL	032	Mat/Sup - Instructional	010-4300	134.69
P23-05197	Facilitron, Inc.	050	SERV-INST	010-5800	400.00
P23-05198	Printech	060	Material/SUP-Ins- Printech	010-4300	874.46
P23-05199	Ashton Awards Inc Aswell Trophy	056	Mat/Supp-Instructional	010-4300	5.46
P23-05200	CDW G	004	MAT/SUP	010-4300	314.74
P23-05201	Central Restaurant Products	640	SUP	010-4300	742.98
P23-05202	Home Depot Inc	044	MATERIALS & SUPPLIES	010-4300	587.71
P23-05203	Ventura Co Office Of Education	380	SERV (HEARING CONSERVATION SVCS)	010-5800	3,420.00
P23-05204	Ventura Co Community College D	051	SERVICES (Instruction)	010-5800	475.00
P23-05205	WAYNE STEVENS IT'S IN THE SAUCE BBQ	051	MAT/SUPLIES (ADMIN)	010-4300	326.67
P23-05206	Office Depot Bus Ser Div	042	Materials and supplies	010-4300	260.63
P23-05207	Grainger Inc	051	MAT/SUPPLIES (Instructional)	010-4300	149.53
P23-05208	SCHOOL SPECIALTY LLC	051	MAT/SUPPLIES (Instruction)	010-4300	1,658.42
P23-05209	BOWLERO OXNARD	315	Serv-FT LCAP 1.6	010-5800	2,774.72
P23-05210	Staples Direct	032	Mat/Sup - Instructional	010-4300	493.92
P23-05211	Golf N Stuff	032	SERV - Instructional	010-5800	2,782.00
P23-05212	Southwest Airlines	300	Travel/District Eng Learner Admin. Advocay Network	010-5200	217.97

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Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05213	Learning Without Tears	ERC	LCAP1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	1,248.32
P23-05214	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	10,130.26
				010-4200	5,125.75
P23-05215	Rockwell Printing Inc.	ERC	TEXTBOOKS/INST. MATS LCAP 1.29	010-4200	2,472.02
P23-05216	ELOY LUNA CASTRO LUNA'S PARTY RENTAL	055	CHAIR RENTALS for Marshall 8th Grade Promotion	010-5713	560.00
P23-05217	Ashton Awards Inc Aswell Troph y	052	MATL/SUPL-Instr	010-4300	421.86
P23-05218	CDW G	004	SOFTWARE	010-5818	814.45
P23-05219	Walmart	385	MAT/SUP, LCAP Goal 2.4	010-4300	200.00
P23-05220	Otter Graphics, Inc	059	Materials & Supplies	010-4300	1,365.73
P23-05221	SCHOOL TECH SUPPLY	385	EQUIP- LCAP Goal 2.4 Mental Health Coord	010-4318	1,291.31
				010-4418	3,034.97
P23-05222	SCHOOL TECH SUPPLY	060	Materials/Sup-ins. STS	010-4418	4,326.23
P23-05223	NETWORK CRAZE TECHNOLOGIES INC	004	COMP SUP	010-4418	5,407.88
P23-05224	NETWORK CRAZE TECHNOLOGIES INC	004	SERV	010-5818	7,350.00
P23-05225	SCHOOL TECH SUPPLY	004	COMP EQUIP	010-4318	2,125.98
P23-05226	SCHOOL TECH SUPPLY	044	COMPUTER SUPPLIES	010-4318	1,402.75
P23-05227	Children's Museum of Santa Bar bara, MOXI	038	SERV-instructional/Pina/Hurtado/San chez/Ayala	010-5800	452.00
P23-05228	Facilitron, Inc.	038	5800-Fieldtrip admission	010-5800	405.00
P23-05229	Ventura Co Office Of Education	380	SERV (OAH-2021090587)	010-5899	2,939.34
P23-05230	DLR TICKET FULFILLMENT C/O DIS NEYLAND RESORT	315	Serv-FT LCAP 1.6	010-5800	14,756.00
P23-05231	DLR TICKET FULFILLMENT C/O DIS NEYLAND RESORT	315	Serv-FT LCAP 1.6	010-5800	14,970.00
P23-05232	DLR TICKET FULFILLMENT C/O DIS NEYLAND RESORT	315	Serv-FT LCAP 1.6	010-5800	22,820.00
P23-05233	Lowe's	059	Non-Cap Equipment (3305)	010-4400	1,520.21
P23-05234	DLR TICKET FULFILLMENT C/O DIS NEYLAND RESORT	315	Serv-FT LCAP 1.6	010-5800	14,970.00
P23-05235	DLR TICKET FULFILLMENT C/O DIS NEYLAND RESORT	315	Serv-FT LCAP 1.6	010-5800	15,147.00
P23-05236	DLR TICKET FULFILLMENT C/O DIS NEYLAND RESORT	315	Serv-FT LCAP 1.6	010-5800	19,712.00
P23-05237	DLR TICKET FULFILLMENT C/O DIS NEYLAND RESORT	315	Serv-FT LCAP 1.6	010-5800	97,210.00
P23-05238	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,376.77
				010-4200	2,354.85
P23-05239	Walmart	038	matl/supp-PBIS rewardsGuillen	010-4300	327.75
P23-05240	Office Depot Bus Ser Div	046	MATL/SUPPLY-INSTRUCTION	010-4300	797.35
P23-05241	Uline	046	MATL/SUPPLY-INSTRUCTION	010-4300	711.92

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Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05242	COSTCO WHOLESALE CORPORATION	055	Mat/supp-Instructional	010-4300	218.50
P23-05243	Grainger Inc	032	Mat/Sup	010-4300	810.66
P23-05244	Office Depot Bus Ser Div	032	Mat/Sup - Instructional	010-4300	1,388.02
P23-05245	FOOTWORKS YOUTH BALLET INC	054	serv-instructional	010-5800	12.50
P23-05246	Uline	044	MATERIALS & SUPPLIES	010-4300	15,827.76
P23-05247	Amazon Com	003	stores supplies	010-9320	397.01
P23-05248	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	3,410.55
P23-05249	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	4,769.28
P23-05250	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	2,264.56
P23-05251	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	4,089.92
P23-05252	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	4,076.20
P23-05253	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	4,089.92
P23-05254	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	4,868.80
P23-05255	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	10,940.47
P23-05256	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	5,448.65
P23-05257	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	5,675.11
P23-05258	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	4,529.12
P23-05259	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	10,940.47
P23-05260	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	12,072.75
P23-05261	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	18,393.12
P23-05262	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	3,856.25
P23-05263	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	3,410.55
P23-05264	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	8,770.48
P23-05265	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	9,449.85
P23-05266	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	10,940.47
P23-05267	READING HORIZONS	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	4,632.27
P23-05268	Office Depot Bus Ser Div	003	stores supplies	010-9320	2,344.70

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Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05269	Staples Direct	003	MTLS/SUPPLIES (WHSE)	010-4300	144.63
P23-05270	Southwest School & Office Sup	003	stores supplies	010-9320	237.62
P23-05271	Forbess Consulting Group, Inc FCG Environmental	630	Professional Service / Ritche	010-5800	725.00
P23-05272	TRI-SIGNAL INTEGRATION, INC.	630	Professional Services / Soria	010-5800	1,897.92
P23-05273	Dial Security	630	Professional Service / Frank	010-5800	234.33
P23-05274	Dial Security	630	Professional Service / Sierra Linda	010-5800	127.50
P23-05275	Dial Security	630	Professional Service / Sierra Linda	010-5800	127.50
P23-05276	Kone Inc	630	Repair / Curren Elevator	010-5632	792.48
P23-05277	Dial Security	630	Professional Services / Alarm response	010-5800	65.00
P23-05278	Walmart	057	Materials and Supplies	010-4300	1,092.50
P23-05279	Walmart	038	matl/supp-ORC	010-4300	327.75
P23-05280	Walmart	038	matl/supp-instructionalRewards/ince ntivesAyala	010-4300	136.56
P23-05281	Walmart	320	mat/sup - Title I Private School - OLG	010-4300	1,296.47
P23-05282	CENTER FOR MATHEMATICS & TEACH ING INC	046	MATL/SUPPLY-INSTRUCTION	010-4300	2,862.00
P23-05283	Central Restaurant Products	640	EQU	010-4400	7,155.88
P23-05284	Koolmex Cj's BBQ	360	Supplies/Refreshments- LCAP 3.01	010-4300	946.25
P23-05285	DMEC	610	Membership Dues	010-5300	210.00
P23-05286	Lakeshore Learning Materials	320	mat/sup- Title III Private School - OLG	010-4300	3,680.51
P23-05287	Jostens, Inc	038	MATL/SUPP-instructional	010-4300	2,517.12
P23-05288	Digital Scepter Corporation	004	SERV	010-5818	21,450.00
P23-05289	Brainpop Com LLC	050	ONLINE-SUB-INST	010-5818	3,805.40
P23-05290	Guitar Center	315	MATL/SUP LCAP 1.6	010-4300	7,000.00
P23-05291	Curriculum Associates Inc	320	software - Title I Private School OLG	010-5818	9,956.50
P23-05292	CPI	380	MEMBERSHIP (R.MARRON) LCAP 1.30	010-5300	200.00
P23-05293	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	055	Marshall 20th Anniversary Tshirts	010-4300	1,219.78
P23-05294	Ashton Awards Inc Aswell Troph y	300	MATAL/SUP	010-4300	17,154.87
P23-05295	Jostens, Inc	036	matl/sup - instructional	010-4300	2,163.15
P23-05296	SHRM	610	Membership Dues	010-5300	244.00
P23-05297	Ashton Awards Inc Aswell Troph y	055	Matl and Supplies for battle of the books contest	010-4300	93.52
P23-05298	Central Restaurant Products	640	MATL/SUP	010-4300	247.18
P23-05299	Best Buy	046	MATL/SUPPLY-INSTRUCTION	010-4300	171.51
				010-4418	1,516.62
P23-05300	Home Depot Inc	046	MATL/SUPPLY-INSTRUCTION	010-4300	41.38
				010-4400	740.72
P23-05301	Office Depot Bus Ser Div	046	MATL/SUPPLY-INSTRUCTION	010-4300	4,829.28
P23-05302	Lakeshore Learning Materials-V	066	MATL/SUP-Instructional (N. Espinoza)	010-4300	125.00
P23-05303	Walmart	066	MATL/SUP-Instructional (N.Espinoza)	010-4300	125.00
P23-05304	Tom Rey Garcia dba/ Tomas Cafe & Gallery	360	Supplies/Refreshments- LCAP 3.01	010-4300	1,000.00

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Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05305	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	660	Budgeting & Reporting for SELPA & LEA Fisc. Prof.	010-5200	99.00
P23-05306	Sunrise Phys Therapy Svcs In	610	SERV	010-5800	4,406.00
P23-05307	Amazon Com	600	MATLS-mat	010-4300	75.04
P23-05308	EAZEL ENTERPRISES INC NAPALM I NC	066	MATL/SUP-Instructional	010-4300	594.39
P23-05309	NETWORK CRAZE TECHNOLOGIES INC	059	COMP MTLs/SUPP	010-4318	165.57
P23-05310	Able Ribbon Technology, Inc.	032	Matl/Sup - Instructional	010-4300	2,123.75
P23-05311	Petroleum Telcom Inc DBA Telec om	032	SERV	010-5800	1,484.71
P23-05312	Ashton Awards Inc Aswell Troph y	036	matl/sup - instructional	010-4300	391.66
P23-05313	CENTER FOR MATHEMATICS & TEACH ING INC	046	MATL/SUPPLY-INSTRUCTION	010-4300	5,484.00
P23-05314	CHAKRA INVESTMENTS FASTSIGNS O F VENTURA	054	Materials/ sup-instructrional	010-4300	1,000.00
P23-05315	Bernardo's Flowers Inc	032	Matl/Sup - Instructional	010-4300	500.00
P23-05316	STUDENT BOTTLES.COM	036	matl/sup -instructional	010-4300	2,202.48
P23-05317	Lowe's	059	Materials & Supplies	010-4300	2,185.00
P23-05318	Office Depot Bus Ser Div	051	MAT/SUPPLIES (Instruction)	010-4300	117.59
P23-05319	Best Buy	320	Equip - Title IV - Private School OLG	010-4300	99.99
				010-4400	992.49
P23-05320	Ventura Co Office Of Education	660	2022-23 SPED Tuition/Excess Costs	010-7142	1,412,270.00
P23-05321	Ventura Co Office Of Education	660	2022-23 Excess Costs (Triton Academy)	010-7142	148,268.00
P23-05322	Grainger Inc	032	Matl/Sup	010-4300	2,964.92
P23-05323	PLAZA CINEMAS 14 SANTA ROSA CI NEMAS LLC	036	serv - instructional	010-5800	700.00
P23-05324	Home Depot Inc	059	Materials & Supplies	010-4300	2,008.94
P23-05325	Ventura Co Office Of Education	380	CONF LCAP 1.30	010-5200	7,058.00
P23-05326	Dept Of Toxic Substances Ctr	600	FEE-DTSC.Appl.DrifPrjt.TK-Kdg	350-6171	1,500.00
P23-05327	CALIFORNIA STATE UNIVERSITY CH ANNEL ISLANDS	036	serv/instructional	010-5800	500.00
P23-05328	ALEJANDRA GONZALEZ	032	Matl/Sup - Instructional	010-4300	615.00
P23-05329	JACINTO MENDETA MONICA'S FLOWE RS	032	Matl/Sup - Instructional	010-4300	292.24
P23-05330	Lakeshore Learning Materials	051	MAT/SUPPLIES (Instruction)	010-4300	78.85
P23-05331	Southwest Plastic Binding Co S outhwest Binding & Laminating	655	Materials and Supplies	010-4300	278.15
P23-05332	Acorn Paper Products Co	003	Store Supplies	010-4300	3,441.38
P23-05333	SCHOOL TECH SUPPLY	044	MATERIALS & SUPPLIES	010-4300	192.23
P23-05334	Veritiv Operating Company	003	stores supplies	010-9320	4,709.55
P23-05335	Superior Sanitary Supplies	003	stores supplies	010-9320	100.95
P23-05336	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	1,083.02
P23-05337	AG Designs 805 Inc.	036	matl/sup - instructional	010-4300	757.58
P23-05338	Walmart	059	Materials & Supplies: ESY	010-4300	550.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05339	Grainger Inc	003	stores supplies	010-9320	179.66
P23-05340	Ventura Co Maritime Museum Inc Channel Isllds Maritime Museu	036	serv/ instructional	010-5800	100.00
P23-05341	Central Coast Ocean Adventures	036	matl/sup - instructional	010-5800	500.00
P23-05342	Office Depot Bus Ser Div	032	Matl/Sup - Instructional	010-4300	217.95
P23-05343	Office Depot Bus Ser Div	032	Matl/Sup - Instructional	010-4300	208.57
P23-05344	Lakeshore Learning Materials-V	059	Materials & Supplies	010-4300	4,370.00
P23-05345	Amazon Com	003	stores supplies	010-9320	616.50
P23-05346	Office Depot Bus Ser Div	003	stores supplies	010-9320	417.12
P23-05347	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	057	5th Grade Promotion incentives	010-4300	1,345.30
P23-05348	AG Designs 805 Inc.	051	MAT/SUPPLIES (Instructional)	010-4300	1,698.59
P23-05349	Student Transportation America	036	serv/ instructional	010-5800	2,512.00
P23-05350	AG Designs 805 Inc.	036	mat/sup - instructional	010-4300	2,931.00
P23-05351	Digital Scepter Corporation	004	LCAP_1.07 Sotware	010-5818	76,014.96
P23-05352	Ashton Awards Inc Aswell Troph y	051	MTLS/SUPL- GRADUATION	010-4300	848.44
P23-05353	Aurelio Gonzalez Famous Taco B ar Catering	038	MATL/SUPP-instructional	010-4300	1,819.28
P23-05354	Ashton Awards Inc Aswell Troph y	060	MTLS/SUP	010-4300	261.11
P23-05355	Home Depot Inc	038	LCAP_1.24 MAT/SUPP-Instructional/Elisondo	010-4300	420.07
P23-05356	Walmart	385	MAT/SUP- LCAP Goal 2.4; Wellness Centers	010-4300	1,502.19
P23-05357	COSTCO WHOLESALE CORPORATION	038	LCAP_1.24 matl/supp-PBIS/Awards	010-4300	1,092.50
P23-05358	SMART AND FINAL-C.I. BLVD	038	LCAP_1.24 matl/supp-PBIS/Awards	010-4300	1,092.50
P23-05359	Walmart	036	matl/sup - instructional	010-4300	4,370.00
P23-05360	Office Depot Bus Ser Div	038	LCAP_1.24 matl/supp-AVID	010-4300	900.77
P23-05361	Walmart	038	LCAP_1.24 matl/supp-instructional Medrano, L.	010-4300	109.25
P24-00004	CN School & Office Sol, Inc Cu lver-Newlin	600	FURN/MATL/SUP-Patty	010-4400	4,920.49
P24-00005	Orange Co Dept Of Education	385	LCAP_2.04 CONF	010-5200	3,494.00
P24-00006	Calif Assn Of Latino Supt & Ad	100	CALSA SUMMER INS. CONF	010-5200	875.00
P24-00007	Calif Assn Of Latino Supt & Ad	300	LCAP_1.19 Conference-CALSA	010-5200	875.00
P24-00008	University of North Carolina a t Chapel Hill	380	Travel & Conference(Autism Team)	010-5200	13,490.00
P24-00009	LATINO FILM INSTITUTE YOUTH CI NEMA PROJECT	300	ELOP/SERV	010-5800	602,431.65
P24-00010	CN School & Office Sol, Inc Cu lver-Newlin	050	MTLS/SUPL (LIBRARY CHAIRS)	010-4300	5,958.93
P24-00011	PARKER ANDERSON ENRICHMENT CEN TRAL LA	315	LCAP_1.06 SERV/ELOP	010-5100	3,125,200.00
				010-5800	25,000.00
P24-00012	William Venegas Hip Hop Mindse t	315	LCAP_1.06 SERV/ELOP	010-5100	1,576,320.00
				010-5800	25,000.00

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P24-00013	Art Trek	315	LCAP_1.06 SERV/ELOP	010-5100	4,342,810.00
				010-5800	25,000.00
P24-00014	CATALYST FAMILY INC	315	LCAP_1.06 SERV/ELOP	010-5100	1,854,879.00
				010-5800	25,000.00
P24-00015	Calif Assn Of Latino Supt & Ad	320	LCAP_1.19 Conference - CALSA - A. Thomas	010-5200	1,075.00
P24-00016	Calif Assn Of Latino Supt & Ad	345	LCAP_1.28 Conf CALSA Dr. Fox	010-5200	875.00
				010-5300	200.00
P24-00017	Orange Co Dept Of Education	385	LCAP_2.04 TRAVEL/CONF	010-5200	599.00
P24-00018	Westin Gaslamp Quarter	345	LCAP_1.28 Conf CALSA Dr. Fox	010-5200	1,264.70
P24-00019	Hilton Anaheim	385	LCAP_2.04 TRAVEL/CONF	010-5200	632.49
P24-00020	SEVERIN INT. HOLDINGS, LLC POW ERSCHOOL GROUP LLC	600	SERV	010-5800	23,841.23
P24-00021	Westin Gaslamp Quarter	320	LCAP_1.19 CALSA July 2023 A. Thomas Hotel	010-5200	1,199.19
Total Number of POs			442	Total	22,507,544.84

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	379	5,577,017.05
130	CAFETERIA FUND	33	139,290.54
140	DEFERRED MAINTENANCE FUND	4	23,994.00
214	BOND FUND MEASURE D 2016	4	76,628.75
350	COUNTY SCHOOL FACILITY FUND	4	5,029,673.82
Total Fiscal Year 2023			10,846,604.16
010	GENERAL FUND	18	11,660,940.68
Total Fiscal Year 2024			11,660,940.68
Total			22,507,544.84

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Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-00145	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P23-00163	57,471.25	010-4325	GENERAL FUND/PLUMBING SUPPLIES	1,092.50
P23-00176	45,000.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	5,000.00
P23-00177	17,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	3,000.00
P23-00183	28,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	1,000.00
P23-00190	15,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	2,500.00
P23-00193	10,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,143.32
P23-00307	13,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
P23-00328	6,500.00	010-5632	GENERAL FUND/REPAIRS	1,500.00
P23-00344	6,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	341.32
P23-00353	3,500.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	376.80
P23-00370	44,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P23-00375	6,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	394.95
P23-00378	74,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	3,500.00
P23-00404	36,000.00	130-4700	CAFETERIA FUND/FOOD	12,000.00
P23-00478	40,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00
P23-00479	9,000.00	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	4,000.00
P23-00570	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	180.97
P23-00578	30,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00-
P23-00635	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,190.53
P23-00665	11,200.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	2,200.00
P23-00688	9,299.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	2,000.00
P23-00740	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P23-00747	11,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
		010-5632	GENERAL FUND/REPAIRS	2,500.00
			Total PO P23-00747	5,000.00
P23-00793	2,835.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	335.00
P23-00803	5,679.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P23-00810	12,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00811	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00821	7,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,400.00
P23-00852	546.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	274.42
P23-00963	2,500.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	390.00
P23-00966	7,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P23-00967	5,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P23-00976	1,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P23-00978	1,638.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,986.15-
P23-00992	4,360.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	2,025.00
P23-00993	3,277.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,092.50
P23-00999	6,008.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,185.00
P23-01000	4,479.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	109.25
P23-01009	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	287.64

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

ESCAPE ONLINE

Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-01370	3,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-01383	2,102.08	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	437.00
P23-01489	3,823.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25
P23-01656	3,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	950.00
P23-01935	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P23-02017	56,736.75	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	30,174.00
P23-02018	62,447.88	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	37,447.88
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	9,618.75
			Total PO P23-02018	47,066.63
P23-02020	132,936.80	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	58,687.36
P23-02021	65,672.33	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	40,672.33
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,681.42
			Total PO P23-02021	49,353.75
P23-02022	57,031.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	32,031.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,676.25
			Total PO P23-02022	38,707.25
P23-02023	60,238.35	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	28,586.13
P23-02377	750.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P23-02856	190,000.00	130-4700	CAFETERIA FUND/FOOD	10,000.00
P23-02913	2,731.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,638.75
P23-02920	3,823.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,092.50
P23-03065	58.53	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	33.43-
P23-03243	588.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	114.88-
P23-03272	276.46	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	48.58-
P23-03575	42,674.78	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	17,674.78
P23-03582	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	151.21
P23-03613	28,480.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	7,120.00
P23-03668	109.48	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	109.48-
P23-03776	811.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	109.24-
P23-03943	45.87	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	35.58-
P23-03944	210.98	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20.90
P23-04017	147.62	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	25.66
P23-04075	6,182.71	010-6418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$5,000	247.76-
P23-04093	57,031.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	25,653.25
P23-04094	70,859.68	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	45,859.68
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,970.50
			Total PO P23-04094	52,830.18
P23-04096	66,468.40	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	37,664.00
P23-04098	174.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	27.44
P23-04115	292.72	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	262.73-

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

ESCAPE ONLINE

Includes Purchase Orders dated 05/03/2023 - 06/02/2023

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-04176	480.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	44.09-
P23-04196	187.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	81.93-
P23-04284	3,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00
P23-04287	581.94	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	13.12
P23-04288	548.55	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	1.19-
P23-04294	683.68	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	300.00
P23-04482	69.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	144.16-
P23-04499	141.35	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	11.10-
P23-04502	218.06	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	33.51-
P23-04577	528.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	177.55-
P23-04593	399.82	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	19.75-
P23-04627	590.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	295.00
P23-04630	150.00	010-5300	GENERAL FUND/DUES AND MEMBERSHIPS	75.00
P23-04672	119.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.45-
P23-04697	731.73	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	70.56-
P23-04721	285.61	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	28.31-
P23-04745	664.14	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	214.99-
P23-04751	353.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	35.71-
P23-04754	249.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	38.36
P23-04763	114.46	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	68.28-
		010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	16.92-
			Total PO P23-04763	85.20-
P23-04764	930.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	177.09-
P23-04766	2,069.11	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	586.06-
P23-04767	1,004.53	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	141.82-
P23-04797	175.04	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5.95-
P23-04837	350.87	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	77.76
P23-04839	423.54	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	340.57-
P23-04879	864.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	339.98-
P23-04939	3,255.55	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4.22-
			Total PO Changes	479,862.46

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 18 of 18

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

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

The Oxnard School District Department of Child Nutrition Services is making recommendations for vendor selection for the 2023-24 school year. The selected vendors have a history of providing a high quality of products and service to the district.

FISCAL IMPACT:

N/A

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 2023-24 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: Valerie Mitchell, Assistant Superintendent, Business and Fiscal Services

From: Suzanne Lugotoff, Director of Child Nutrition Services

Date: May 26, 2023

Re: **Selection of Vendors for Child Nutrition Services, 2023-24 School Year**

Oxnard School District Child Nutrition Services Department is making recommendations for vendor selections for the 2023-24 school year. The selected vendors have a history of providing high- quality products and service to the district.

Food and Grocery Products – BID/RFP#: 23-CNS-001

The recommended vendor(s) is Sysco and Gold Star Foods for selected Food and Grocery Items. Sysco and Gold Star Foods was selected as the responsive, responsible bidder through a competitive bid conducted by Oxnard School District for Food and Grocery Goods. The Bid/RFP can be rolled over for the 2024-25 school year.

Fresh Bread and Bakery Goods – BID/RFP#: 23-CNS-002

The recommended vendor(s) is Tri County Bread and Gold Star Foods for selected Fresh Bread and Bakery Items (see attached list). Tri County Bread and Gold Star Foods was selected as the responsive, responsible bidder through a competitive bid conducted by Oxnard School District for fresh bread and bakery goods. The Bid/RFP can be rolled over for the 2024-25 school year.

Fresh Produce Products – BID/RFP#: 23-CNS-003

The recommended vendor is The Berry Man. The Berry Man was selected as the responsive, responsible bidder for fresh produce through a competitive RFP conducted by Oxnard School District for Fresh Produce Products. The Bid/RFP can be rolled over for the 2024-25 school year.

Milk and Dairy Products

The recommended vendor for dairy products is Driftwood Dairy. Oxnard School District will utilize a piggyback option offered though Hesperia Unified School District RFP # 21-008 for the 2023-24 school year.

Paper and Plastics Products

The recommended vendor is P & R Paper Supply. P & R Paper Supply was selected as the responsive, responsible bidder through a competitive RFP conducted by the Oxnard School District for paper and plastics distribution in 2021. The bid can be rolled over for the 2023-24 school year.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Facilities Agreement

Rejection of Formal Bid Award, Bid #22-04, 2023 Roof Replacement Project (Mitchell/Miller)

Formal bids were solicited for Bid #22-04, 2023 Roof Replacement Project, pursuant to Public Contract Code §20110. One (1) bid was received and opened at 2:00 p.m., Tuesday, May 30, 2023. The Bid Summary is attached.

It is recommended that the Board of Trustees reject the bid submitted as the bidder exceeded the District's project budget.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees reject the bid received for Bid #22-04, 2023 Roof Replacement Project.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Approval of Committed/Uncommitted Fund Balance Resolution #23-04 (Mitchell/Núñez)

The administration is requesting Board Approval of Resolution #23-04, authorizing the uncommitment of committed funds in the 2022-2023 general fund and establishing a committed balance in the 2023-2024 general fund. Education Code section 33127 allows for the identification and commitment of fund balance for specified purpose(s). The “commitment of fund balance” is the highest level of fund balance constraint that can be approved by a governing board. Once the governing board has taken such action, the fund balance shall not be used for any other purpose unless the governing board approves the removal of the “commitment of fund balance” via a committed/uncommitted resolution.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve Resolution #23-04 authorizing the uncommitment of committed funds in the 2022-2023 general fund and establishing a committed balance in the 2023-2024 general fund.

ADDITIONAL MATERIALS:

Attached: [Resolution No. 23-04 Approval of Committed/Uncommitted Fund Balance \(3 Pages\)](#)



**OXNARD SCHOOL DISTRICT
APPROVAL OF COMMITTED/
UNCOMMITTED FUND
BALANCE RESOLUTION**

#23-04

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, the Oxnard School District Board of Education (Board) has previously adopted Board Policy 3100 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds;

WHEREAS, the Governing Board of the Oxnard School District wishes to establish a committed fund balance in the general fund in conformance with the standards and criteria established by the state board of education pursuant to Education Code section 33127;

WHEREAS, the California Department of Education urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue shortfalls or unpredicted expenditures;

WHEREAS, the California Department of Education and the Government Finance Officers Association recommend that school districts maintain committed, assigned, and unassigned reserves of at least two months of operating expenditures or approximately 17 percent reserve to mitigate revenue shortfalls and unanticipated expenditures;

WHEREAS, the Governing Board of the Oxnard School District wishes to commit funds in the general fund for emergency facility repairs, major textbook adoptions, unexpected costs, management of cash flow, mitigation of volatility in funding or expenditures, unexpected costs for special education students with highly specialized needs, a natural disaster that reduces student attendance and associated state funding, deferred maintenance, or a lawsuit that results in a costly judgment or settlement against the district;

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, certain district expenditures such as pension costs can be difficult to predict precisely and are anticipated to increase in costs;

WHEREAS, healthy reserves can address these cost increases rather than immediately reducing spending, staffing, and other areas of the budget;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school attendance, and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing textbooks and related curriculum, computers, school buses and equipment and facility components that have reached the end of their useful lives such as flooring, or heating and cooling systems;

WHEREAS, the district may need to finance the construction of school buildings and other capital projects and cannot rely completely on bond measures or state funding;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

- 1) It is hereby determined that the amount of \$17,554,545 is hereby committed from the 2023-2024 General Fund ending balance for the following purposes:
 - i) Student Transportation Bus Replacement - \$ 1,000,000
 - ii) Technology Device Refresh - \$3,000,000
 - iii) Instructional Materials Adoptions- \$2,000,000
 - iv) Building Maintenance One-Time Funds - \$1,564,000
 - v) Financially Stability Reserve - \$9,990,545
- 2) The governing board of the school district, reserves the right to modify these committed funds in the future as the need arises through a similar resolution.

WHEREAS, on March 15, 2023, the Governing Board took action to commit a total of \$32,698,889 for Student Transportation Bus Replacement (\$1,000,000), Technology Device Refresh (\$3,000,000), Instructional Materials Adoptions (\$2,000,000), Building Maintenance One-Time Funds (\$1,564,000) and Financial Stability Reserve (\$25,134,889).

WHEREAS, all previous amounts committed at Second Interim are uncommitted and recommitted in the 2023-24 Adopted Budget as Student Transportation Bus Replacement, Technology Device Refresh, Instructional Materials Adoptions, Building Maintenance One-Time Funds, and Financial Stability Reserve;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS: It is hereby determined that the amount of \$32,698,889 is hereby uncommitted from the 2022-23 General Fund ending balance and committed as noted above in section 1.

ADOPTED by the Governing Board on June 21, 2023, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

THIS IS TO CERTIFY that the above resolution was adopted by the Board of Trustees by a majority vote, at its regular meeting of June 21, 2023.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Approval of 2023-24 Education Protection Account (EPA) Spending Plan (Mitchell/Núñez)

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

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

Proposition 30 requires that the use of EPA funds be determined by the governing board at an open public meeting. EPA funds can only be spent on instructional functions of the school district. It is estimated that Oxnard School District will receive \$43,331,935.00 in EPA funding for 2023-24 fiscal year. The Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services recommend the funds be used as outlined on the attachment.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve the 2023-24 Education Protection Account Spending Plan as per the attachment.

ADDITIONAL MATERIALS:

Attached: [2023-24 Planned Education Protection Account Expenditures \(1 page\)](#)

**Oxnard School District
2023-24 Planned Education Protection
Account Expenditures**

2023-24 Adopted Budget

Estimated EPA Amount Available **\$ 43,331,935**

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

Soria	\$ 2,483,205
Curren	\$ 2,917,766
Driffill	\$ 2,979,847
Elm	\$ 1,365,763
Frank	\$ 3,352,327
Fremont	\$ 2,607,366
Harrington	\$ 1,738,244
Lopez	\$ 2,607,366
Chavez	\$ 2,483,205
Kamala	\$ 2,731,526
Lemonwood	\$ 2,855,686
Marina West	\$ 1,427,843
McAuliffe	\$ 1,614,084
McKinna	\$ 1,489,923
Marshall	\$ 2,421,125
Ramona	\$ 1,676,164
Brekke	\$ 1,800,324
Rose Avenue	\$ 1,489,923
Sierra Linda	\$ 1,676,164
Ritchen	\$ 1,614,084
	<u>\$ 43,331,935</u>

2023-24 Total Estimated Expenditures **\$ 43,331,935**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Designation of Representative and Alternate to the Board of Directors of the California Schools Employee Benefits Organization (CSEBO) (Torres)

The California Schools Employee Benefits Organization (CSEBO), our risk pool, requires that the Board of Trustees of member districts designate a Representative and Alternate to the CSEBO Board.

The Administration recommends that the Board approve the following designations to the CSEBO Board:

- **Representatives:**
 - Dr. Natalia Torres, Assistant Superintendent, Human Resources
 - Joanna Pelino, School Psychologist
- **Alternates:**
 - Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services
 - Shiri Hermesh, OSSA President/SLP

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board approve the designations to the CSEBO Board as outlined above, via execution of the attached form.

ADDITIONAL MATERIALS:

Attached: [Designation of CSEBO Representatives.pdf](#)



The Governing Board of Oxnard hereby Designates the following as its Representatives and Alternate Representatives to the Board of Directors of the California Schools Employee Benefits Organization (CSEBO).
 Effective Date July 1, 2023

REPRESENTATIVE

ALTERNATE

Name Dr. Natalia Torres *and*
 Title Assistant Superintendent of HR
 Address 1051 South A Street
 City Oxnard, CA Zip Code 93030
 Phone # 805 385-1501 ext 2501
 FAX # _____
 Email ntorres@oxnardsd.org

Name Valerie Mitchell
 Title Assistant Superintendent of Business Services
 Address 1051 South A Street
 City Oxnard, CA Zip Code 93030
 Phone 805 385-1501 ext 2401
 FAX # _____
 Email nmagana@oxnardsd.org

REPRESENTATIVE

ALTERNATE

Name Joanna Pelino *and*
 Title School Psychologist
 Address 1051 South A Street
 City oxnard, CA Zip Code 93030
 Phone # 805 385-1501 ext. 2449
 FAX # _____
 Email jpelino@oxnardsd.org

Name Shiri Hermesh
 Title OSSA President/SLP
 Address 1051 South A Street
 City Oxnard, CA Zip Code 93030
 Phone 805 385-1501 ext. 2235
 FAX # _____
 Email shermesh@oxnardsd.org

The "REPS" are authorized to and shall act as the District's agents in all matters related to CSEBO business

 President Signature, Governing Board Date

 Superintendent Signature Date

Joanna Pelino _____
 Representative Signature Date 5/31/23

Shiri Hermesh _____
 Alternate Signature Date 5/31/23

N. Torres _____
 Representative Signature Date 6/13/23

Valerie Mitchell _____
 Alternate Signature Date 6/13/23

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

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 of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the Personnel Actions as presented.

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Actions 06.21.23 \(1 pg\).pdf](#)
[Classified Personnel Actions 06.21.23 \(1 pg\).pdf](#)

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

Daswani, Amrit	Substitute Teacher	2022/2023 School Year
Thacker, Robert	Substitute Teacher	2022/2023 School Year

Return from 39 Month Rehire

Koppenjan, Tina	Teacher, Multiple Subject	2022/2023 School Year
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Resignation

Cornell, Rebekah	Teacher, SPED	06/16/2023
Fucci, Joseph	Teacher, SPED	06/16/2023
Sanchez, Wendy	Teacher, Multiple Subject	06/16/2023

Retirement

Lasley, Kathryn	Teacher, Multiple Subject	06/16/2023
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CLASSIFIED PERSONNEL ACTIONS

New Hires

Martinez, Andrea	Speech Language Pathology Assistant, Position #9281 Special Education 8.0 hrs./183 days	05/31/2023
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Limited Term/Substitutes

Adrian, Gianna	Paraeducator (substitute)	05/26/2023
Castellanos Oseguera, Jesus	Custodian (substitute)	05/17/2023
Garcia, Litsi	Paraeducator (substitute)	05/25/2023
Gonzalez, Cristo Jesus	Custodian (substitute)	05/17/2023
Hernandez, Edward	Paraeducator (substitute)	05/25/2023
Isidoro, John	Custodian (substitute)	05/17/2023
Lopez, Sal Anthony	Custodian (substitute)	05/17/2023
Magana, Valerie	Paraeducator (substitute)	05/22/2023
Vargas Centeno, Maria Nicolasa	Paraeducator (substitute)	05/30/2023

Resignations

Palma, Stephanie M.	Paraeducator-General Education, Position #10118 Chavez 4.0 hrs./183 days	05/10/2023
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Retirements

Adams, Rosa	School Office Manager/JR, Position #2209 Frank 8.0 hrs./215 days	06/30/2023
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Establishment of Positions (Torres/Fuentes)

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11688 to be established at Harrington School. This position will be established to provide additional support in the TK classroom.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11689 to be established at Marina West School. This position will be established to provide additional support in the TK classroom.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11690 to be established at Sierra Linda School. This position will be established to provide additional support in the TK classroom.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11691 to be established at Rose Avenue School. This position will be established to provide additional support in the TK classroom.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11692 to be established in the Special Education department. This position will be established to provide one-on-one support per student IEP.

Twenty-two eight-hour 246-day After School Program Site Coordinator position numbers 11693, 11694, 11695, 11696, 11697, 11698, 11699, 11700, 11701, 11702, 11703, 11704, 11705, 11706, 11707, 11708, 11709, 11710, 11711, 11712, 11713, & 11714 to be established in the Enrichment & Special Programs Department. These positions will be established to provide organizational support for the After School Program.

FISCAL IMPACT:

Cost for 4 Paraeducators-Special Education: \$129,262.36 SPED Early Intervention Pre-K funds.

Cost for 1 Paraeducator-Special Education: \$32,315.59 Special Education funds.

Cost for 22 After School Program Site Coordinators: \$91,435.00 2600 ELOP funds.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Request for Approval of Out of State Conference Attendance (Aguilera-Fort/Hubbard)

Onsite notarial services for the District are performed by Lydia Lugo Dominguez, Executive Assistant to the Superintendent, and Argelia Tellez, Information Systems Data Technician. Both employees are active members of the National Notary Association (NNA). The NNA hosts an annual conference at various locations throughout the United States.

The National Notary Conference is the only resource of its type. It is specifically engineered to provide valuable information regarding the latest notary laws, increasing notary knowledge, and managing difficult situations and uncommon documents, via several days of workshops, hands-on exercises, and peer networking.

In order to best serve the needs of the district, it is critical that these employees are kept current on their obligations and duties as notaries, and informed about any changes in law pertaining thereto. To that end, the Board's approval is requested for both employees to attend the NNA's Annual National Notary Conference in Orlando, FL, May 12-14, 2024.

FISCAL IMPACT:

Approximately \$3,000.00 per employee for registration, travel and lodging, to be paid from the General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Chief Information Officer that the Board of Trustees approve out of state conference attendance as outlined above.

ADDITIONAL MATERIALS:

Attached: [NNA Conference Info \(1 page\)](#)

We can't wait to see you in Orlando!

May 12 - 14th, 2024



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Special Education Agreement

Approval of Amendment #1 to Agreement #21-08 – Reading Horizons (DeGenna/Jefferson)

At the Board Meeting of June 2, 2021, the Board of Trustees approved Agreement #21-08 with Reading Horizons, in the amount of \$755,866.25, to provide professional development training for Mild to Moderate Teachers and Resource Specialists in the Special Education Department, during the period of July 1, 2021 through June 30, 2026.

Amendment #1, in the amount of \$25,000.00 is needed for additional professional development covering training for “New Materials/Software” and “Train the Trainer”, for a new total agreement amount of \$780,866.25. The term of the agreement remains unchanged.

FISCAL IMPACT:

Not to exceed \$25,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #21-08 with Reading Horizons.

ADDITIONAL MATERIALS:

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

[Proposal \(3 Pages\)](#)

[Agreement #21-08, Reading Horizons \(15 Pages\)](#)

**Amendment #1 to Agreement #21-08 with
Reading Horizons
June 21, 2023**

At the Board Meeting of June 20, 2023 the Board of Trustees approved Agreement 21-08 with Reading Horizons in the amount of \$755,800.50 to provide professional development training for Mild to Moderate Learners and Resource Specialists in the Special Education program during the period of July 2020 through June 2020.

Amendment #1 to the amount of \$5,000.00 is needed for additional professional development training for "New Materials" and also "Print the Printer" for the total agreement amount of \$780,800.50 for the term of the agreement remains unchanged.

Reading Horizons:

By: _____

Date: _____

Oxnard School District:

By: _____
District Administrator/Purchasing

Date: _____



PROPOSAL FOR Oxnard 5 Year

Prepared for:
Erin Smith
Coordinator

Prepared by:
Clint Schiffman
Account Executive

Reading Horizons Quote

Year 1	Price	QTY	Discount	Subtotal
<p>PREORDER - One-Day Onsite The New Reading Horizons Discovery® Customer Transition Training</p> <p>Product Description: The one-day customer transition training is a highly interactive training that provides streamlined information highlighting the differences and improvements between the legacy and new versions of <i>Reading Horizons Discovery®</i>. This training empowers teachers and builds confidence in successfully implementing the new instructional cycle, digital tool, and materials.</p> <p>Specifications: One onsite six-hour session. This professional learning allows for up to 25 attendees and is intended for current users of <i>Reading Horizons Discovery®</i>.</p>	\$3,500.00	2	\$0.00	\$7,000.00
<p>LEGACY - Leadership Academy for Reading Horizons Discovery® and Reading Horizons Elevate®</p> <p>Product Description: This four-day professional learning is geared towards districts/schools that have K-6 educators interested in RH Discovery and RH Elevate. Attendees will leave with a deep knowledge of the Reading Horizons Discovery® and Reading Horizons Elevate® content and be provided with resources and tools to support educators with the ongoing successful implementation of Reading Horizons. The primary focus will be on training, coaching, and district planning, thus ensuring fidelity and sustainability and the decreasing need for support from Reading Horizons.</p> <p>Specifications: 7 hours per day, 28 hours total. Minimum of 5 participants, maximum of 20.</p>	\$18,000.00	1	\$0.00	\$18,000.00

Subtotal	\$25,000.00
Shipping	\$0.00
Tax	\$0.00
Total	\$25,000.00

OXNARD SCHOOL DISTRICT

Agreement #21-08

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 2nd day of June 2021 by and between the Oxnard School District (“District”) and Reading Horizons (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2021 through June 30, 2026 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Seven Hundred Seventy-Eight Thousand Two Hundred Sixty-Eight Dollars and 75 Cents (778,268.75), 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".

JI (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.

JI (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.

JI (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.

JT (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Reading Horizons
1194 W. Flint Meadow Drive
Kaysville, UT 84037
Attention: Clint Schiffman
Phone: (801) 335.7085
Fax: ()
Email: clint.schiffman@readinghorizons.com

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

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

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

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

6-7-2021

Date

Tax Identification Number: 95-6002318

READING HORIZONS:

Trisha Thomas

Signature

Trisha Thomas / Chief Revenue Officer

Typed Name/Title

5/21/2021

Date

Tax Identification Number: 86-0495240

- Not Project Related
- Project #21-08

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-08

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

Not Project Related

Project #21-08

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-08

COMPENSATION

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

Total compensation shall not exceed Seven Hundred Seventy-Eight Thousand Two Hundred Sixty-Eight Dollars and 75 Cents (\$778,268.75), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$778,268.75, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-08

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 #21-08

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 #21-08

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-08

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, **READING HORIZONS**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 6-7-2021

By: L. Franz

Lisa A. Franz
Director, Purchasing



Proposal for Oxnard Elementary USD

Prepared for:
Theresa McGee

Prepared by:
Clint Schiffman
Account Representative

Products & Services

Name	Price	5 Year Price	QTY	Total 5 Year Savings	Subtotal
Professional Development/ Coaching/ Software Seats					
5 Year Agreement					
Reading Horizons Elevate Virtual Professional Development (Two-Day)	\$4,500	\$4000	10	\$5,000	\$40,000.00
Reading Horizons Professional Development / Coaching Workshop	\$3,500	\$3000	12	\$6,000	\$36,000.00
Reading Horizons Discovery Software Seats	\$110	\$100	385	\$19,250	\$192,500.00
Reading Horizons Elevate Software Seats	\$110	\$100	816	\$40,800	\$408,000.00
Online Professional Development Teacher Access	\$100	\$90	100	\$5,000	\$45,000.00
TOTAL SAVINGS			0	\$76,050	\$0.00
				Subtotal	\$721,500.00
				Tax	\$56,768.75
				Shipping	\$0.00
				Total	\$778,268.75

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Addendum #1 to Agreement/MOU #21-28 – Oxnard Adult School, Oxnard Union High School District (DeGenna/Ruvalcaba)

At the Board meeting of June 23, 2021, the Board of Trustees approved Agreement/MOU #21-28 with Oxnard Adult School, Oxnard Union High School District (OUHSD), to provide Parent/Guardian English as a Second Language (ESL) and Conversational Spanish classes, in the amount of \$8,000.00 for materials & Supplies.

Addendum #1, at no additional cost, adds the following two terms:

- A. Oxnard School District agrees to:
 - 6. Establish and maintain a secure space for storage of OAS' COW (Computers on Wheels) for use by students enrolled in the OAS course for purposes of improving digital literacy and engaging in 21st Century learning in a digital environment. The COW is the property of OUHSD/OAS and it is to be delivered to the specified OSD school site as arranged by both parties.

- B. Oxnard Adult School, OUHSD agrees to:
 - 5. Provide Computers on Wheels (COW) for use by students enrolled in the OAS course for the purposes of improving digital literacy and engaging in 21st Century learning in a digital environment. The COW is the property of OUHSD/OAS and it is to be maintained and updated by OAS.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Addendum #1 to Agreement/MOU #21-28 with Oxnard Adult School, OUHSD.

ADDITIONAL MATERIALS:

- Attached:** [Addendum #1 \(3 Pages\)](#)
- [Certificate of Insurance \(3 Pages\)](#)
- [Agreement/MOU #21-28, Oxnard Adult School, OUHSD \(5 Pages\)](#)

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING PARTNERSHIP AGREEMENT
BETWEEN
OXNARD UNION HIGH SCHOOL DISTRICT
THROUGH
OXNARD ADULT SCHOOL
AND
OXNARD SCHOOL DISTRICT**

1. **BACKGROUND:** OXNARD UNION HIGH SCHOOL DISTRICT ("OUHSD") and the OXNARD SCHOOL DISTRICT ("OSD") entered into a partnership agreement (the "Agreement") on June 14, 2021 in order to meet the goals of OXNARD ADULT SCHOOL'S WIOA, TITLE II: AEFLA (Adult Education and Family Literacy) federal grant, public law no. 113-128 as signed by President Obama in 2014. The agreement, as approved by OUHSD'S Board of Trustees and Oxnard School District's Board of Trustees, sets forth parameters within which the specific OUHSD and a specific OSD may enter into an addendum that allows for additional terms and conditions that define how the agreement will be implemented between both school districts. The addendum is entered into by both school districts listed below.

2. **PARTIES OF THE ADDENDUM**

OUHSD: Tom McCoy, Superintendent

Address: 1800 Solar Drive
Oxnard, CA 93036

Point of Contact: Oxnard Adult School, Leticia Carabajal, Principal

Address: 1800 Solar Drive
Oxnard, CA 93036

Phone: 805-385-2616

Email: leticia.carabajal@oxnardunion.org

OSD: Lisa A. Franz, Director of Purchasing
1051 South A Street
Oxnard, CA 93030

Point of Contact: Oxnard School District, Teresa Ruvalcaba, Manager, Equity Family & Community Engagement

Address: 1051 South A Street
Oxnard, CA 93030

Phone: 805-385-1501

Email: truvalcaba@oxnardsd.org

3. **THIS ADDENDUM'S RELATIONSHIP TO THE AGREEMENT**

Each party certifies that it has read and understands the Agreement and that this Addendum may not amend any of the terms and conditions in the Agreement except as set forth below.

4. **TERMS SPECIFIC TO THIS ADDENDUM**

Pursuant to the Agreement, the parties will:

A. Oxnard School District agrees to:

6. Establish and maintain a secure space for storage of OAS' COW (Computers on Wheels) for use by students enrolled in the OAS course for purposes of improving digital literacy and engaging in 21st Century learning in a digital environment. The COW is property of OUHSD/OAS and it is to be delivered to the specified OSD school site as arranged by both parties.

B. Oxnard Adult School, OUHSD agrees to:

5. Provide Computers on Wheels (COW) for use by students enrolled in the OAS course for purposes of improving digital literacy and engaging in 21st Century learning in a digital environment. The COW is property of OUHSD/OAS and it is to be maintained and updated by OAS.

5. FILING/TIME OF EFFECT:

The schools shall file a copy of this Addendum with:

- Oxnard Adult School shall file a copy of this Addendum. A copy shall be shared with the Oxnard School District.
- This Addendum shall not be effective until the offices listed above have received and reviewed it and have indicated to each party that they may begin performance.

IN WITNESS WHEREOF, OXNARD UNIFIED SCHOOL DISTRICT/OXNARD ADULT SCHOOL and OXNARD SCHOOL DISTRICT have executed this Addendum as follows:

Date: 5/11/23 Oxnard Union High School District
BY: [Signature]
Name: Dr. Tom McCoy
Title: Superintendent, OUHSD

Date: _____ Oxnard School District
BY: _____
Name: Lisa A. Franz
Director of Purchasing, OSD

Date: _____ Oxnard Union High School District/Oxnard Adult School
BY: Leticia Carabajal
Name: Leticia Carabajal
Title: Principal

Date: ----- Oxnard School District
BY: N/A
Name: Teresa Ruvalcaba
Title: Manager, Equity, Family and Community Engagement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2023

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

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

PRODUCER Alliant Insurance Services, Inc. 18100 Von Karman Avenue 10th Floor Irvine CA 92612	CONTACT NAME: Rick Lewis PHONE (A/C, No, Ext): 949-527-9864 E-MAIL ADDRESS: Richard.lewis@alliant.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: 0C36861 VENTCOU-15	INSURER A: Safety National Casualty Corp.	15105
INSURED Oxnard Union High School District 1800 Solar Drive Oxnard, CA 93030	INSURER B: Ventura County Schools Self-Funding Authority	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER: 879547274** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> 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		VCSSFA LCM 2022-2023 & FCA4058785/SIR \$1,000,000	7/1/2022	7/1/2023	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 \$
B A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			VCSSFA LCM 2022-2023 FCA4058785	7/1/2022 7/1/2022	7/1/2023 7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4066854	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Addendum to The Memorandum of Understanding Partnership Agreement dated as of June 14, 2021 for storage of OAS' COW (Computers on Wheels) for use by students enrolled in the OAS course for purposes of improving digital literacy and engaging in 21st Century learning in a digital environment. Oxnard School District and City of Oxnard are named as Additional Insured per the attached endorsement.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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;

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 #2022-2023** takes effect on 07/01/2022 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 07/01/2022: 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: 07/01/2023



VCSSFA Authorized Representative

End. Page 2 of 2

**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.

Personnel Disclosure:

- A. Oxnard Adult School, Oxnard Union High School District shall not knowingly employ in the Program any staff or volunteers who have been convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. Oxnard Adult School, Oxnard Union High School District shall immediately notify Oxnard School District of the arrest or the conviction, for anything other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to Adult School, Oxnard Union High School District staff employed in the Program.
- B. Oxnard Adult School will provide Oxnard School District with a Personnel Disclosure Form, listing the name, position and qualifications of all staff and volunteers employed in the program.

Child Abuse Reporting

Oxnard Adult School shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement, who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

Acknowledgement and Agreement:

I have read this agreement and agree to its terms.

Tom M. McCoy
Tom McCoy, Ed.D., Interim Assistant Superintendent, Business Services, OUHSD

8/17/21
Date

Lisa A. Franz
Lisa A. Franz, Director, Purchasing, OSD

6-28-2021
Date

**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

Policy #VCSSFA LCM 2020-2021
Excess Carrier Policy #FCA4058785

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

Policy #VCSSFA LCM 2020-2021
Excess Carrier Policy #FCA4058785

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-15 – Zixta Enterprises, Inc. dba/Vallarta Supermarkets (Mitchell/Miller)

Since December 2009, Oxnard School District has contracted with Zixta Enterprises, Inc. for Vallarta Supermarket's use of the Educational Service Center (ESC) front parking lot.

Renewal Agreement #23-15 for the 2023-2024 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 \$957.20 from last year's fee, based on the Consumer price Index (CPI).

FISCAL IMPACT:

Under the terms of Agreement #23-15, Vallarta agrees to pay the District a yearly fee of \$28,783.19 for their use of the ESC front parking lot for the period of July 1, 2023 through June 30, 2024.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Renewal Agreement #23-15 with Zixta Enterprises, Inc., dba/Vallarta Supermarkets, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-15, Zixta Enterprises Inc. dba-Vallarta Supermarkets \(5 Pages\)](#)

OSD # 23-15
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, 2023 to and including June 30, 2024 (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 3.44%. In consideration for the License herein granted, Vallarta shall pay the District the amount of \$28,783.19 (the "License Fee") during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$7,195.80 each, due on July 1, 2023, October 1, 2023, January 1, 2024, and April 1, 2024. 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:

Mrs. Elizabeth Gonzalez
Corporate Officer
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

By: _____
Name: Lisa Franz
Title: Purchasing Director
Date: _____

Zixta Enterprises, Inc., dba Vallarta Supermarkets

By: _____
Name: Elizabeth Gonzalez
Title: Corporate Officer
Date: 05/31/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-16, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2023-2024 (DeGenna/Shea)

The City of Oxnard will provide an academic and enrichment after school program at the 20 schools in the Oxnard School District. The City of Oxnard will hire staff, operate each program from the end of the school day until 6:00pm every regular school day, and provide services for 30 intersession/non-school days. The City of Oxnard will meet the minimum attendance required by the ASES Grant and will serve the students as required by the ELOP funding. The City of Oxnard will also provide professional development for after school program staff, including staff of collaborating organizations.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$4,680,000.00 to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-16 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-16, City of Oxnard \(75 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-16

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 21st day of June, 2023 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties.**”

RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on **Exhibit A-0, Exhibit A-1, Exhibit A-2** and **Exhibit A-3**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2023-2024 and provided funding through the Expanded Learning Opportunity Program (ELOP)
- D. One way in which District desires to use the funding is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2023 to and including June 30, 2024 (the “**Term**”). This Agreement may be extended only by a written 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-0, Exhibit A-1, and Exhibit A-3** shall be completed during the Term pursuant to the schedule specified **Exhibit A-0** (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant renders any Additional Services without District’s prior written authorization, District shall not be obligated to pay

for such services. Any such Additional Services shall be completed in accordance with **Exhibit A-2** during the Term pursuant to the schedule specified in **Exhibit A-0**. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in **Exhibit A-0**, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in **Exhibit A-0** when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. 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. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend **Exhibit A-0** as it relates to funding levels, services and expectations.

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** for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Four Million Six Hundred Eighty Thousand Dollars payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the funding is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. All work invoiced under this contract shall be work directly related to this agreement. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. The final invoice may include a fixed administrative fees not to exceed \$80,000. 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) calendar 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) calendar 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) calendar 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) work 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. District shall provide written 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 written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, 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, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

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 of the 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 as set forth in paragraph 12 of 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 (3) 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 (3) 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 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) work 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. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. 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, but only to the extent such information is not considered a public record for purposes of federal or state law. 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 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 of its officers or employees, 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. Should any of the Consultant's officials have any conflicts of interest pertaining to the services provided pursuant to this Agreement, said official(s) shall not participate in the

making of 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 not qualify as a “designated employee”.

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Trustees 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 District. Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant 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.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in

no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

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

_____ (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

_____ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

24. **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: Lisa A. Franz
Phone: (805) 385-1501 x2414
Fax: (805) 385-1507

To Consultant: City of Oxnard Recreation and Community Services
305 W. 3rd St., First Floor West Wing
Oxnard, California 93030
Attention: Terrel Harrison
Phone: (805) 385-7993
Email: Terrel.Harrison@oxnard.org

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

25. **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.

26. **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.

27. **Administration.** The Associate Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** attached hereto.

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

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

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

31. **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.

32. **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.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **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).

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

[SIGNATURES ON FOLLOWING PAGE]

OXNARD SCHOOL DISTRICT:

CITY OF OXNARD:

Lisa A. Franz, Director, Purchasing

John Zaragoza, Mayor

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

I. Consultant will perform services required by District in connection with its Expanded Learning Opportunity Program (ELOP) and After School Education and Safety (ASES) programs, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Students are expected to attend the program in a way that meets the needs of their family with the understanding that it is optimal for elementary students to participate every day and optimum for middle school students to participate at least three days per week.
2. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
3. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
4. No early release waiver shall be approved if as a result, the child will attend less than one hour of programming.
5. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
6. The Consultant shall agree to meet the minimum attendance required by the ASES Grant
7. Additionally, the Consultant shall agree to serve the students as required by the ELOP funding.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio for grades 1-8 or 10:1 for Transitional Kindergarten and Kindergarten required by state and grant funding, including site coordinators, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day or for a minimum of three hours after school dismissal.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. The Consultant will provide services for 30 Intersession/non-school days.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – Expanded Learning Division and/or California After-School Network.

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Documentation needs to be provided quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for Federal Program Monitoring (FPM) at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy, or soda). Reimbursable Meal Logs will be submitted to District Child Nutrition Services Department to ensure proper documentation for the State and Federal Food Program.

C. Professional Development

1. Provide training for after school program staff and include the District Director of Enrichment and Specialized Programs and Manager of Special Programs and services. As appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
 - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, STEM/STEAM, communication skills and other topics to align the program with the regular day throughout course of the academic school year.

D. Staff each school site to meet the 20:1 ratio with the following understanding:

1. The Recreation Supervisor will work year round (12 months/year) and be responsible for the oversight of the program, records, employee management, and communication between the City and the School District. The Recreation Supervisor will also to the best of their ability ensure all requirements are met and if necessary communicate any conflicts to the School District in a timely manner. This employee is not considered part of the 20:1 ratio.
2. The Recreation Coordinators will work year round (12 months/year) and be responsible for the planning, training, and execution of the assigned Afterschool Program components. The Recreation Coordinators are to ensure the site coordinators have all necessary materials to run the daily operations, schedule substitutes as needed, and in the absence of the Recreation Supervisor may assist in those duties. These employees are not considered part of the 20:1 ratio.
3. The Program Specialist (formerly Recreation Leader III) shall work year round (12 months/year) and run the daily operations of the program and support staff working directly with students. The site coordinator position shall address the administrative responsibilities of the program.
4. The Afterschool Site Leader shall assist the site coordinator with the daily operations of the program and provide additional support to staff working directly with students. The site coordinator position shall address the administrative responsibilities of the program. The Site Leader may be responsible for a group except when the site coordinator is absent. In the absence of the site coordinator, the site leader is responsible for daily operations.

Not Project Related

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5. Afterschool Instructors (lead staff) are defined as the staff working with the groups of students during the program. Lead staff will have a group that does not exceed the 20:1 ratio and provide activities they have received at the monthly training in the areas of recreation, math, literacy, middle school enrichment.
 6. Seasonal Coaches for Sports offered through the City of Oxnard
- E. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of three hours. Trainings will be coordinated by Consultant and District.
1. Program Specialist meetings shall be held once a month to review the training received by other staff, receive training on the Continuous Quality Improvement to assist with site goals and objectives and plan collectively for activities.
 2. Professional Development-Math staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
 3. Professional Development – Literacy staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
 4. Professional Development – Arts/Special Enrichment staff
 - a. Participate in two full day training before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between three hours.
 5. Professional Development – Middle School Activity Lead
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Trainings will be three hours.
 6. Professional Development – Physical Fitness/Recreation Staff
 - a. Participate in monthly trainings as offered by the Consultant.
 - b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.
- F. Risk Management
1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
 2. Provide a copy of insurance documents, which verify coverage for District.
 3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.

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4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
6. Participate in school wide emergency drills and learn the protective procedures at each school site.

G. Responsibility

1. Staff each school site to meet the 20:1 ratio with the following understanding:
 - a. Each school (20) shall be staffed with a full-time program specialist who will support the district's site coordinator with projects as needed, lead activities and step in to cover the program in the coordinators absence.
 - b. Every K-5 and K-8 school shall have a lead dedicated to each of these activities: recreation, math, and literacy. Where possible, recreation will have two staff to support the program.
 - c. K-8 schools shall have a staff dedicated to middle school enrichment.
 - d. Middle schools shall have three staff dedicated to enrichment, recreation and academic support.
2. Report attendance daily in Q.
3. Update the weekly activity tracker by Wednesday of each week for the following week.
4. Work with District to establish and maintain partnerships with community agencies.
5. Provide student learning and enrichment materials above and beyond materials already purchased by District.
6. Participate in collaboration activities with other participating organizations.
7. Vacate learning areas within each school in the same or better conditions as they were found.
8. When hiring, final decision of hiring personnel is the Consultant's.
9. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
10. Include feedback from the Director Enrichment and Specialized Programs, Manager Special Programs and Services and site principal when evaluating employees.
11. Submit a use of facility permit to the Facilities Department at District.
12. Meet weekly with District administrator.
13. Provide documentation of matching funds.
14. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
15. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
16. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.

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17. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

II. Intersession and Supplemental Programming

- a. Intersession and Supplemental programming is defined as activities outside of the 180 days school is in session. ELOP requires 30 days of Intersession and Supplemental programming.
- b. Supplemental Programs must be approved in advance by written request.
- c. Student ratio is the same as the regular program.
- d. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

III. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with ELOP and ASES programs (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
- D. Provide professional development to aid in the aligning the Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.
- I. Provide office space/station with access to phone, computer, printer and internet access.
- J. Provide Access to Q.
- K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
- L. Perform those actions set forth in Exhibit A-3.

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

- A. Certificates of insurance and additional insured endorsements for 2023-2024, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
- B. Evidence that employees are Para-Professional qualified.

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- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
 - D. Weekly attendance and activity reports.
 - E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
 - F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.
- V. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
B. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

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

- None.
- See attached list. **(To be provided prior to the 1st day of school)**

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

- None.
- See attached list.

VIII. 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.

EXHIBIT A-1
General Provisions

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. **Field Trips.** Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. **Parent/Guardian Visits:** To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. **Late Pick Up Policy:** Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. **Reportable Incidents:** If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. **Emergencies/ Disasters:** Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy

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shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify Director of Enrichment & Specialized Programs at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

Consultant agrees to operate Program sports in accordance with the following provisions.

1. General Requirements for Consultant’s Program Coaches

a. Satisfaction of Program staff requirements. Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

2. General Requirements for Student Eligibility in Program Sports

a. Medical clearance. Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

b. Adherence to recommendations. Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Consultant acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

d. Sign In and Sign Out Sheet. Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. Off-site Sports Activities. Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

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c. Coaches – requirements if student may have sustained concussion

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student’s parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student’s suspected head injury, Consultant agrees to enforce the health care provider’s recommendations and restrictions regarding the student’s participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

4. Sudden Cardiac Arrest (“SCA”)

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant’s coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course “Cardiac Wise” (or any updated course), which is available through the CIF website. As proof of training, Consultant’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant’s coaches shall receive SCA training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

Not Project Related

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b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student’s parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District’s prior approval. Consultant may use the SCA information sheet “Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians” prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student’s parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

c. Coaches – requirements if student faints

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student’s parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider’s recommendations and restrictions regarding the student’s participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District’s request, provide the copies to District.

5. Heat Illness

Consultant agrees to adhere to the following standards regarding heat illness.

a. Coaches – education about heat illness prevention. Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course “A Guide to Heat Acclimatization and Heat Illness Prevention” (or any updated course), which is available through the CIF website.

b. Preventative Measures. Consultant’s coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. educating students participating in Program sports to arrive at practice or competition well-hydrated;

ii. instructing students to stay hydrated in between practices;

iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;

iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;

v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;

vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and

vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA)

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches - preventative measures. Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program

Not Project Related

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sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

a. Consultant development and implementation of policy. Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District’s policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student’s parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

e. Applicability. At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

Not Project Related

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8. Event Emergency Guidelines

a. Adoption of policy. Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial Review. If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE**

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen)

a. Obligation to Administer Epinephrine; Authorized Individuals

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Consultant Employees and Volunteers

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

2. Epinephrine Prescriptions

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and

Not Project Related

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providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

Exhibit “A(2)(i)”

Exhibit “A(2)(i)”

PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies? Yes No If yes, please identify specific allergy below.

Medicines Pollens Food Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY	Yes	No
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ (_____ / _____)	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperfaxy, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat • Pupils equal • Hearing		
Lymph nodes		
Heart ^a • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)		
Pulses • Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only) ^b		
Skin • HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic ^c		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional • Duck-walk, single leg hop		

^aConsider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
^bConsider GU exam if in private setting. Having third party present is recommended.
^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____
- Not cleared
- Pending further evaluation
- For any sports
- For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____
 Address _____ Phone _____
 Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex M F Age _____ Date of birth _____

Cleared for all sports without restriction

Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

Not cleared

Pending further evaluation

For any sports

For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

Exhibit “A(2)(ii)”

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:	
<ul style="list-style-type: none">• Headaches• “Pressure in head”• Nausea or vomiting• Neck pain• Balance problems or dizziness• Blurred, double, or fuzzy vision• Sensitivity to light or noise• Feeling sluggish or slowed down• Feeling foggy or groggy• Drowsiness• Change in sleep patterns	<ul style="list-style-type: none">• Amnesia• “Don’t feel right”• Fatigue or low energy• Sadness• Nervousness or anxiety• Irritability• More emotional• Confusion• Concentration or memory problems (forgetting game plays)• Repeating the same question/comment
Signs observed by teammates, parents and coaches include:	
<ul style="list-style-type: none">• Appears dazed• Vacant facial expression• Confused about assignment• Forgets plays• Is unsure of game, score, or opponent• Moves clumsily or displays incoordination• Answers questions slowly• Slurred speech• Shows behavior or personality changes• Can’t recall events prior to hit• Can’t recall events after hit• Seizures or convulsions• Any change in typical behavior or personality• Loses consciousness	

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3rd International Conference on Concussion in Sport

Document created 5/20/2010

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child’s coach if you think that your child may have a concussion Remember its better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

Student-athlete Name Printed	Student-athlete Signature	Date
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

Adapted from the CDC and the 3rd International Conference on Concussion in Sport
Document created 5/20/2010

Exhibit “A(2)(iii)”

(INSERT SCHOOL NAME HERE)

Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|---|---|
| <ul style="list-style-type: none">• Dolor de cabeza• “Presión en la cabeza”• Náusea o vómito• Dolor de cuello• Problemas de equilibrio o mareos• Visión borrosa o visión doble• Sensibilidad a la luz o ruido• Decaído• Adormecido• Mareado• Cambios en los hábitos de dormir | <ul style="list-style-type: none">• Amnesia• “No se siente bien”• Fatiga o energía baja• Tristeza• Nervios o ansiedad• Irritabilidad• Más sensible• Confundido• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)• Repetir la misma pregunta o comentario |
|---|---|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

(INSERT SCHOOL NAME HERE)
Información acerca de las concusiones cerebrales

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

Y

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

Adaptado del Centro de Control de Enfermedades y el documento de la 3ª conferencia internacional sobre las concusiones deportivas escrito el 5/20/2010

Exhibit “A(2)(iv)”

ACUTE CONCUSSION EVALUATION (ACE)

CARE PLAN

Gerard Gioia, PhD¹ & Micky Collins, PhD²

¹Children's National Medical Center
²University of Pittsburgh Medical Center

Patient Name: _____
DOB: _____ Age: _____
Date: _____ ID/MR# _____
Date of Injury: _____

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

Rest is the key. You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

_____ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
 - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
 - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
 - Increased problems paying attention or concentrating
 - Increased problems remembering or learning new information
 - Longer time needed to complete tasks or assignments
 - Greater irritability, less able to cope with stress
 - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

Returning to School (Continued)

Until you (or your child) have fully recovered, the following supports are recommended: *(check all that apply)*

- No return to school. Return on (date) _____
- Return to school with following supports. Review on (date) _____
- Shortened day. Recommend ___ hours per day until (date) _____
- Shortened classes (i.e., rest breaks during classes). Maximum class length: ___ minutes.
- Allow extra time to complete coursework/assignments and tests.
- Lessen homework load by ____%. Maximum length of nightly homework: ___ minutes.
- No significant classroom or standardized testing at this time.
- Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- Take rest breaks during the day as needed.
- Request meeting of 504 or School Management Team to discuss this plan and needed supports.

Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

The following are recommended at the present time:

- Do not return to PE class at this time
- Return to PE class
- Do not return to sports practices/games at this time
- Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
 - Return to play should occur in **gradual steps** beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
 - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

This referral plan is based on today's evaluation:

- Return to this office. Date/Time _____
- Refer to: Neurosurgery ___ Neurology ___ Sports Medicine ___ Psychiatrist ___ Other ___
- Refer for neuropsychological testing
- Other _____

ACE Care Plan Completed by: _____

Exhibit “A(2)(v)”

Keep Their Heart in the Game

A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

FAINTING
is the
#1 SYMPTOM
OF A HEART CONDITION

What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.
Gasping, gurgling, snorting, moaning or labored breathing noises.
Seizure-like activity.

Early Access to 9-1-1



Confirm unresponsiveness.
Call 9-1-1 and follow emergency dispatcher's instructions.
Call any on-site Emergency Responders.

Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

Keep Their Heart in the Game

Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

Potential Indicators That SCA May Occur

- Fainting or seizure, especially during or right after exercise
- Fainting repeatedly or with excitement or startle
- Excessive shortness of breath during exercise
- Racing or fluttering heart palpitations or irregular heartbeat
- Repeated dizziness or lightheadedness
- Chest pain or discomfort with exercise
- Excessive, unexpected fatigue during or after exercise

Factors That Increase the Risk of SCA

- Family history of known heart abnormalities or sudden death before age 50
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- Known structural heart abnormality, repaired or unrepaired
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation
<http://www.epsavealife.org>

CardiacWise (20-minute training video)
<http://www.sportsafetyinternational.org>



Exhibit “A(2)(vi)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Coaches, Athletic Directors and Administrators*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.

- **Unusual or increasing pain and/or warmth**
- **The presence of pus or a pustule**
- **Induration (hardness)**
- **Increasing swelling, size or redness of the wound**
- **Red streaks around the wound**
- **Fever and/or chills (flu-like symptoms)**



If you have any of these signs or symptoms, seek medical attention immediately.

Preventing MRSA

Precautions that coaches should take for preventing the spread of MRSA

- **Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.**
- **Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.**
- **Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.**
- **Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.**
- **Equipment MUST be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.**
- **Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.**
- **Wrestling mats MUST be cleaned DAILY before and after use. This would include use by physical education classes.**
- **Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.**



For more information go to www.cifstate.org and click on the “Health and Safety” box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

What to do about MRSA in School Athletic Programs



Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
General			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
<i>Notes:</i>			
Wrestling Room and Mats			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
<i>Notes:</i>			
Weight Room			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel (\geq 60% alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
<i>Notes:</i>			

Locker Rooms/Shower Rooms			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
<i>Notes:</i>			

Exhibit “A(2)(vii)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Student-Athletes, Coaches and Parents*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

If you have any of these signs or symptoms, seek medical attention immediately.



Preventing MRSA

Here are some precautions for preventing the spread of MRSA

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



For more information go to www.cifstate.org and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

Exhibit “A(2)(viii)”



CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.1)

Our School Policy:

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

**PLEASE COMPLETE THIS FORM AND RETURN TO _____
NO LATER THAN _____**

Print Name of Student-Athlete:

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the _____ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

Signature of Student-Athlete named above

Date signed

Print or type name of Parent/Guardian/Caregiver signing below

Relationship to student

Signature of Parent/Guardian/Caregiver

Date signed

Exhibit “A(2)(ix)”

EVENT EMERGENCY GUIDELINES

**CALIFORNIA INTERSCHOLASTIC
FEDERATION**

MARCH, 2013

Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

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GENERAL REMINDERS

WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS

GENERAL CONSIDERATIONS: Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

A. RESPONSIBILITIES OF HOME TEAM

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.
8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.
9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.
10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.
11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

B. GUIDELINES FOR VISITING TEAMS

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

C. GUIDELINES FOR BOTH TEAMS

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

PART II: SPECIFIC THREATS

A. INJURIES AND MEDICAL EMERGENCIES

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

B. FIRE

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

C. EARTHQUAKE:

(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

B. Outside Event: DROP AND COVER AND STAY OUTSIDE

1. Assess where you are. If you are near overhead lines, trees or buildings, move way form them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

C. Traveling to a School Event: STOP SAFELY

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

D. SEVERE WEATHER

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY

GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.

A. Outside Event

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

B. Inside a Building

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

C. Fight Option

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

F. WEAPONS WITHOUT SHOOTING

A. Suspected Weapon On The Premises

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

B. Observed Weapon On The Premises

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

G. SUSPICIOUS BEHAVIOR

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

H. CHILD ABUSE

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.
(Remember: All information about children and families is **confidential**)

Definitions Of Child Abuse:

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

I. PERSONNEL HARASSMENT

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

J. POWER OUTAGE

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

K. MISSING CHILD

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
 - Does s/he know how to ride the bus?
 - Does s/he have any money?
 - Are there any places in the area that the child is familiar with such as a playground or picnic area?
 - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

L. ABDUCTION

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

M. CONTROLLED SUBSTANCE (Drugs/Alcohol)

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

N. SEXUAL HARASSMENT

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
 - What did the person say?
 - What did the person do that made you feel uncomfortable?

- When did this happen?
 - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
 4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
 5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

O. SEXUAL ASSAULT

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being taken to care for the injured person and to protect others.

Note: For Sexual Assaults:

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

P. TACTICAL SITUATION

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

Q. BOMB THREATS

ALL BOMB THREATS MUST BE TAKEN SERIOUSLY

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
 - **WHEN** will the device explode?
 - **WHERE** is the device?
 - **WHAT** kind of device is it?
 - **WHAT** does it look like?
 - **WHY** did you place the device?
 - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
 - Time of call
 - Exact words of caller
 - Male or female sounding voice
 - Is there a detectable accent
 - Voice tone, pitch, meter
 - Speech skills, inflections
 - Is the voice familiar
 - Background noise
 - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
 - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
 - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
 - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

For Those Individuals Aware Of The Bomb Threat:

DO NOT PANIC. Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #23-16

COMPENSATION

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Four Million Six Hundred Eighty Thousand Dollars (\$4,680,000.00) payable through reimbursement as outlined in Exhibit A-0.
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Fifty Dollars (\$50.00) per hour without written authorization from the District Superintendent or his designee.
- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Monthly expenditure report by school.
 - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
 - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - D. Line items for all supplies properly charged to the Services.
 - E. Line items for all travel properly charged to the Services.
 - F. Line items for all equipment properly charged to the Services.
 - G. Line items for all materials properly charged to the Services.
 - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #23-16

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) in the 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:

- a. owned, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. 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:

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 Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement 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 #23-16

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-16

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-27 –All Languages Interpreting & Translating Inc. (Aguilera-Fort)

All Languages Interpreting & Translating Inc. will provide simultaneous interpretation services (English/Spanish) at Board Meetings scheduled during the period of July 1, 2023 through June 30, 2024.

FISCAL IMPACT:

The cost for services will remain the same as the 2022-23 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 2023-2024 fiscal year would not exceed \$15,000.00, to be paid with General Funds.

RECOMMENDATION:

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #23-27 with All Languages Interpreting & Translating Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-27, All Languages Interpreting & Translating Inc. \(13 Pages\)](#)
[Proposal \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-27

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of June 2023 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2023** through **June 30, 2024** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Fifteen Thousand Dollars (\$15,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Dr. Karling Aguilera-Fort
 Phone: (805) 385.1501 x2034
 Fax: (805) 385.1504

To Consultant: All Languages Interpreting & Translating Inc.
 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 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 #23-27

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #23-27

SERVICES

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

***CONSULTANT WILL PROVIDE INTERPRETATION SERVICES AT BOARD MEETINGS DURING THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024. CONSULTANT WILL PROVIDE 2 INTERPRETERS 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 #23-27

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #23-27

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 #23-27

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 #23-27

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 #23-27

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-27

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 INC.**, 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 15,2023

Presented to:

MS. LYDIA LUGO DOMINGUEZ
OXNARD SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
SR. EXECUTIVE ASSISTANT
1051 SOUTH A STREET
OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings for July 1, 2023 – June 30, 2024.

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
 - Fee for two interpreters: First interpreter: \$400.00
Second interpreter \$240.00
Total with two interpreters \$ 640.00

This fee covers the first three hours; additional time will be prorated hourly - \$213.33 per additional hour or portion thereof.

Our fee for the services we provide will not change. Our fee is also the same for Zoom with Interpreting sessions.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. We have continued providing interpreters in Arabic, Thai, Vietnamese, Russian, Korean, Mixteco, Farsi, Armenian, Tagalog, Sign Language, and other languages. Our services are mostly used during IEP meetings with parents and students via phone conference, back to school nights, board meetings of parents, either in zoom with interpretation or in person. We have also translated documents for the Special Education Departments of various High Schools in the area in various languages. Each language is quote individually.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #23-28, Ventura Unified School District (DeGenna/Ruvalcaba)

This Agreement/MOU explains and confirms the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District.

The federal guidelines for identification of student funding for Indian Education have changed, and therefore, the number of students who can be served in the program has also changed. Oxnard School District has 12 students for whom federal funds will be received by the Ventura County Indian Education Consortium for the 2023-24 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.

Term: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$3,915.36 (matching funds) - Title I

RECOMMENDATION:

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-28 with the Ventura Unified School District.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-28, Ventura Unified School District \(3 Pages\)](#)
[Indian Education Service Plan SY 23/24 \(2 Pages\)](#)

MEMORANDUM OF UNDERSTANDING
Ventura County Indian Education Consortium

This Memorandum of Understanding (MOU) explains and confirms the agreements between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium (Provider) and the Oxnard School District (Partner District).

Memorandum of Understanding Purpose:

The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, Oxnard School District, and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families.

Memorandum of Understanding Timeline:

This MOU is effective July 1, 2023, and will extend through June 30, 2024.

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 2023 – 24 is “Notable Native American Leaders- Part II.”

4/11/2023

4. Provide services at Partner District schools through the district-supported format to include:
 - a) Individual/small group lessons to support cultural identity and awareness for eligible Native American students (as in the past); or
 - b) Classroom presentations on Native American themes (to include classmates of identified students).
5. Ensure that VUSD employees have received adequate training in the services being provided and appropriate licenses/certificates are in current standing.
6. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.

Both the Partner District and VUSD representatives of the VC Indian Education Consortium will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the VUSD District Office Administration prior to program implementation.

Payment of Funds to VUSD for VC Indian Education Consortium Services:

The Partner District, Oxnard School District, agrees to contribute \$3,915.36 to VUSD for Indian Education services provided during the 2023-24 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

Indemnification:

The Partner District shall save, defend, hold harmless and indemnify VUSD (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of the Partner District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of VUSD.

VUSD shall save, defend, hold harmless and indemnify the Partner District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Partner District.

Cancellation:

This MOU may be cancelled by either party upon 30 days' written notice.

4/11/2023

Signatures:

PARTNER DISTRICT: Oxnard School District

Authorized District Representative: Lisa A. Franz

Signature: _____

Title: Director, Purchasing

Date: _____

PROVIDER: Ventura Unified School District

Authorized Representative: Ahsan Mirza

Signature: _____

Title: Assistant Superintendent, Business Services

Date: 4/11/2023

4/11/2023



Ventura County Indian Education Consortium

Presidential Award Winning Program

Title VI Federal Project – Serving Public

School Districts in Ventura County Since 1974

Ventura Unified School District (LEA)

255 W. Stanley Ave., Suite 100

Ventura, California 93001

<http://tinyurl.com/vcindianed>

Partner District Service Plan for 2023 – 2024

With your district’s continued partnership, we can preserve the heritage of Native American students in Ventura County as well as the region’s Native cultural history. Please consider the following formats:

A district-supported format is possible with additional funds for each district’s share of identified Native American students. Next year’s federal grant funding (including \$50 administrative fee) has increased to \$326.28 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 (\$88,408) 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 2023 – 2024 is “Notable Native Leaders- Part II”)
- ✓ The Ventura Unified School District will continue to serve as the Local Education Agency

Appropriate funding sources may include LCFF and general funds.

Consortium superintendents, please respond to this request by Monday, June 1 by emailing Robin Jacobs at Robin.Jacobs@venturausd.org confirming commitment of funds. This will permit final planning for the 2023-24 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 49 years, our program provides hands-on reading lessons and activities enhanced with the use of realia, primary source materials, cultural history, technology and current event topics for the Native American community. We hope to share these resources with students in your district to increase their cultural proficiency and erase misconceptions about Native Peoples. This is an opportunity to support a historical program and to inspire a new generation of future Native American scholars and leaders. Thank you for your partnership and support.

Robin Jacobs, Coordinator

robin.jacobs@venturausd.org

(805) 641-5000 Ext. 1193

CAMARILLO ACADEMY OF PROGRESSIVE EDUCATION
 CONEJO VALLEY UNIFIED SCHOOL DISTRICT
 FILLMORE UNIFIED SCHOOL DISTRICT
 HUENEME SCHOOL DISTRICT
 MOORPARK UNIFIED SCHOOL DISTRICT
 OJAI UNIFIED SCHOOL DISTRICT
 OXNARD SCHOOL DISTRICT

OXNARD UNION HIGH SCHOOL DISTRICT
 PLEASANT VALLEY SCHOOL DISTRICT
 RIO SCHOOL DISTRICT
 SIMI VALLEY UNIFIED SCHOOL DISTRICT
 VENTURA CHARTER SCHOOL
 VENTURA UNIFIED SCHOOL DISTRICT
 VISTA REAL CHARTER HIGH SCHOOL

School District	CURRENT YEAR FUNDING REQUEST		PRIOR YEAR FUNDING REQUEST	
	Indian Education Student Count SY22-23	Proposed District Funding Match (incl \$50 admin fee) SY23-24	Indian Education Student Count SY21-22	Proposed District Funding Match SY22-23
		\$326.28		\$284.51
ACE Charter	1	\$ 326.28	0	\$ -
CAPE Charter	0	\$ -	0	\$ -
Conejo VUSD	31	\$ 10,114.68	31	\$ 8,819.81
Fillmore USD	6	\$ 1,957.68	4	\$ 1,138.04
Hueneme ESD	6	\$ 1,957.68	3	\$ 853.53
Moorpark USD	24	\$ 7,830.72	20	\$ 5,690.20
Oak Park USD	1	\$ 326.28		
Ojai USD	4	\$ 1,305.12	6	\$ 1,707.06
Oxnard SD	12	\$ 3,915.36	12	\$ 3,414.12
Oxnard UHSD	26	\$ 8,483.28	23	\$ 6,543.73
Peak Prep PV	2	\$ 652.56	0	\$ -
Pleasant Valley SD	17	\$ 5,546.76	13	\$ 3,698.63
Rio SD	9	\$ 2,936.52	7	\$ 1,991.57
Simi VUSD	40	\$ 13,051.20	40	\$ 11,380.40
Ventura Charter	4	\$ 1,305.12	4	\$ 1,138.04
Ventura USD	131	\$ 42,742.68	125	\$ 35,563.75
Vista Real Charter	6	\$ 1,957.68	9	\$ 2,560.59
Other Publicly Funded Schools	0	\$ -	0	\$ -
TOTAL	320	\$ 104,083.32	297	\$ 84,499.47

Robin Jacobs, Coordinator

robin.jacobs@venturausd.org

(805) 641-5000 Ext. 1193

CAMARILLO ACADEMY OF PROGRESSIVE EDUCATION
 CONEJO VALLEY UNIFIED SCHOOL DISTRICT
 FILLMORE UNIFIED SCHOOL DISTRICT
 HUENEME SCHOOL DISTRICT
 MOORPARK UNIFIED SCHOOL DISTRICT
 OJAI UNIFIED SCHOOL DISTRICT
 OXNARD SCHOOL DISTRICT

OXNARD UNION HIGH SCHOOL DISTRICT
 PLEASANT VALLEY SCHOOL DISTRICT
 RIO SCHOOL DISTRICT
 SIMI VALLEY UNIFIED SCHOOL DISTRICT
 VENTURA CHARTER SCHOOL
 VENTURA UNIFIED SCHOOL DISTRICT
 VISTA REAL CHARTER HIGH SCHOOL

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-29 - Gold Coast K9 (DeGenna/Nocero)

Gold Coast K9 will provide two K9 visits per month for ten months at Lopez, Frank, Fremont, Soria, Chavez, Curren, Driffill, Lemonwood, Marshall and Kamala Schools for a total of 200 K9 safety check visits for the Oxnard School District. Gold Coast K9 will conduct all detection sniffs in accordance with the Oxnard School District Board Policy #5145.12 and utilize training methods accepted within the profession and designed to meet POST training standards in the State of California. The areas to be sniffed will be Bathrooms, Locker Rooms, and Open areas. Classrooms will be at the Superintendent's discretion.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Total not to exceed \$48,000.00 – General Fund

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-29 with Gold Coast K9, for the 2023-2024 school year.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-29, Gold Coast K9 \(13 Pages\)](#)
[Proposal \(1 Page\)](#)
[Certificate of Insurance \(5 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-29

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of June 2023 by and between the Oxnard School District (“District”) and Gold Coast K9 (“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, 2023** through **June 30, 2024** (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 Forty-Eight Thousand Dollars (\$48,000.00), 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: 805.385.1502

To Consultant: Gold Coast K9
PO Box 5009
Ventura, CA 93005
Attention: Rodney Spicer
Phone: 805.647.1799
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:

GOLD COAST K9:

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 #23-29

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #23-29

SERVICES

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

Gold Coast K9 will provide two K9 visits per month for ten months at Lopez, Frank, Fremont, Soria, Chavez, Curren, Driffill, Lemonwood, Marshall and Kamala Schools for a total of 200 K9 safety check visits for the Oxnard School District. Gold Coast K9 will conduct all detection sniffs in accordance with the Oxnard School District Board Policy #5145.12 and utilize training methods accepted within the profession and designed to meet POST training standards in the State of California. The areas to be sniffed will be Bathrooms, Locker Rooms, and Open areas. Classrooms will be at the Superintendent’s discretion.

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

A report of findings from all searches conducted during the 2023-24 school year.

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Report of all searches conducted during the 2023-24 school year	July 31, 2024
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 #23-29

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #23-29

COMPENSATION

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

***PER ATTACHED PROPOSAL DATED APRIL 20, 2023**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$48,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #23-29

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000) one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #23-29

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 #23-29

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-29

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, **GOLD COAST K9**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



AGREEMENT TO PROVIDE K9 SAFETY CHECKS FOR THE OXNARD SCHOOL DISTRICT
2023/ 2024 SCHOOL YEAR

April 20, 2023

Gold Coast K9 will provide two K9 visits per month for ten months at Lopez, Frank, Fremont, Soria, Chavez, Curren, Drifill, Lemonwood, Marshall, and Kamala for a total of 200 K9 safety check visits for the Oxnard School District. Gold Coast K9 will conduct all detection sniffs in accordance with the Oxnard School District Policy and utilize training methods accepted within the profession and designed to meet POST training standards in the state of California. The areas to be sniffed will be Bathrooms, Locker Rooms and Open areas, Classrooms will be at the Superintendents discretion.

Gold Coast K9 will provide detection sniffs in the following odors.

- Heroin
- Marijuana
- Spice
- Cocaine
- Methamphetamine
- Guns
- Alcohol
- Smokeless Powder
- TNT
- Dynamite
- Potassium Chlorate
- Sodium Chlorate
- C-4
- Ammonium Nitrate Dynamite
- PETN
- RDX
- Det Cord

For the services to be provided, Gold Coast K9 will charge \$240.00 per search with a yearly total of \$48,000.00 for 200 K9 detection sniffs.

Rodney Spicer/owner

District Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS. UNITED STATES</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7640357	08/17/2022	K-9 SERVICES, LLC DBA: GOLD COAST K-9	05022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the “bodily injury,” “property damage,” or “personal and advertising injury.”

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an architect’s, engineer’s or surveyor’s rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any “suit” if any other insurer has a duty to defend the additional insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured’s rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-30 with Child Development Resources of Ventura County, Inc. - Ground Lease for Marina West Head Start (DeGenna/Valdes)

This agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County, Inc. (CDR) for the Head Start Program at Marina West.

Term of the Ground Lease: July 1, 2023 to June 30, 2026

FISCAL IMPACT:

\$2,500.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees approve Agreement #23-30 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-30, Child Development Resources of Ventura County Inc. \(14 Pages\)](#)

Agreement #23-30

COUNTY OF SAN DIEGO

and

CITY OF SAN DIEGO

ENTERED INTO AN

AGREEMENT FOR LEASE OF PREMISES

This Lease of Premises is hereby made and entered into this day of _____ 20____ by and between _____ County of San Diego and _____ City of San Diego in the County of San Diego. The parties are _____ "CDR" or "Lessee"

RECITALS

The _____ District desires and maintains an elementary school site _____ and _____ 50 _____ City of _____, California (the "School Site"); and

The _____ Lessee is in need of space to operate its Program as set forth in Section _____ below for the children and families within the District.

The _____ District's space requirements for this need include _____

The _____ use of the facilities, grounds and outside play area equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school.

Notwithstanding to the contrary of the premises and covenants and conditions contained herein, the parties agree as follows:

Article I - Premises

Section 1.1 Premises

The leased real property which is the subject of this lease consists of approximately 4,000 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required permits and authorizations related to the installation of the Facility including but not limited to _____ from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit copies of the results from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

□

Section 3 Errata

The District hereby warrants that the site in fee simple and the site is not burdened by any easements or restrictions which would preclude the use of the site for the purpose of this Agreement. The parties acknowledge that the Premises shall continue to be held by the District throughout the term of this lease.

Section 4 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility. It is the sole expense of the Lessee to relocate the Facility. The relocation shall be conducted in a manner acceptable to the District. The District shall cooperate as reasonably possible to minimize disruption to the operation of the District's elementary school operations on the school site.

Article II - Use of Premises

Section 1 Permissible Uses

The Lessee shall use the Premises to house and operate the Marietta Elementary Program and for no other purpose unless mutually agreed to by the parties. The Lessee will provide the District with a copy of the program instruction and schedule for each year during the term of this lease beginning in 2010-2011.

Section 2 Quieting Title

The Lessee covenants and warrants that the District or any other party shall not be liable for any injury or damage to the quiet enjoyment of the Premises or the conduct of the Lessee's Program.

Section 3 Shared Use of School Site Facilities

Playground is considered common playground. The measures 7,040 square feet of the school site shall be used for the use of the school facility.

Section 4 Parties

Currently there are no parties assigned to C...

Article III - Operation, Maintenance, Repair and Utilities

Section 1 Operation

The operation of the Premises shall be the responsibility of the Lessee. The Lessee shall be responsible for the repair or replacement of the Premises or the school site.

Section 3 Maintenance

The Lessee shall maintain the Premises in a safe condition in accordance with all laws, rules and regulations applicable to the use of the Premises by the Lessee or the District. The standard is higher.

Section 4 Utilities

During the lease term the Lessee shall provide maintenance and pay for all utilities served to the Premises including but not limited to gas, sewer, electricity, sewer, telephone and trash collection.

Lessee pays for other utilities and minor services.

Section 4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises including but not limited to electrical systems of the Facility, maintenance of the Facility's equipment.

CCC provides lead paint inside the fenced area around the lead paint classroom. CCC also provides sand for the sandbox.

Section 5 Equipment

The Lessee shall be responsible for providing any personal property including equipment, supplies and furnishings required for the operation of the Facility.

Section 6 District's No Liability

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Facility or the Premises.

Section 7 Alterations

The Lessee shall remove any material alterations to the Premises immediately prior to the close of the District.

Article IV – Term and Rent

Section 4 Initial Excluded Term

The excluded term of this lease shall be three (3) years commencing on July 1, 2000 (the "Commencement Date") and ending June 30, 2000 unless terminated sooner under any provision of this Agreement (the "Term"). Lessee may have access to facility starting July 1, 2000.

□

Section 4 Exercises

Under the completion of the initial term of this lease the parties may agree to an exercise of the term of the parties agree to negotiate in good faith mutually agreeable terms and conditions for such an exercise prior to the expiration of the initial term the lessee notifies the district and is free to extend the term of the district by its sole discretion to the lessee terminate and equitable premises other school site within the district provided the district the lessee no less than sixty days prior written notice of its election to do so

Section 4 Early Termination

Either party may terminate this lease for convenience upon one hundred ninety days prior notice lessee may terminate this lease upon sixty days prior notice in the event of a default for the Program ceases

Section 4.4 Rent

During the term of this Lease the Lessee shall pay an annual rental fee in the amount of \$500.00 the rental fee shall be due upon the Commencement Date the actual amount of the rental fee of said Property is \$800.00 based on the square footage of the property leased the district agrees to contribute in-kind facilities use fees of \$550.00 per year

Article V - Insurance

Section 5 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this lease the types and amounts of insurance set forth in **EXHIBIT B** which is incorporated by reference herein and made a part of this Agreement All insurance policies shall be subject to approval by the district to form and complete lessee agrees to provide district with copies of required policies upon request

Article VI - Indemnification

Section 6 Indemnification

The lessee shall indemnify, protect, defend and hold harmless district and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any liability including liability for claims, suits, actions, arbitration, proceedings and administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind whether actual, incurred or threatened including attorneys fees and costs, court costs, interest, defense costs and expert witness fees arising out of or in any way attributable to the operations, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity or activities done, permitted or suffered by the lessee, its agents, employees or contractors in or about the Premises and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this lease or arising from any negligence of the lessee, its employees, agents or contractors

Article VII - Assignments

Section 7 Sublease or Assignment

The Lessee shall not subconcessible or assign any of its rights or duties hereunder in whole or in part in any manner prior to the close of the District

Section 7 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises in any manner prior to the close of the District

Article VIII - Breach and Termination

Section 8 Breach and Termination

If the elementary material breach or default is the cause by either party or other party may terminate this lease and be free of all obligations hereunder (save those set forth in this Article) such default or breach continues for a period of forty-five (45) days after the breach or party receives written notice of the default or breach provided the party cures the default or breach is such that more than forty-five (45) days are reasonably required for its cure. The party shall complete the right to terminate this lease if the breach or party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach and the foreclosed provisions are in addition to and not a limitation on any other rights or remedies available to the District and/or the Lessee.

Section 8 Termination for Cause

Either party may terminate this lease for Cause. Cause shall include any of the following:

- i The Lessee is adjudged bankrupt;
- ii The Lessee makes a general assignment for the benefit of its creditors;
- iii A receiver is appointed on account of the Lessee's insolvency;
- iv The Lessee has made any material misrepresentation or any fraud in or in respect to any information or data furnished to the District in connection with the site;
- v The District has made any material misrepresentation or any fraud in or in respect to any information or data furnished to the Lessee in connection with the site;
- vi Any hazardous material is discovered on site and the Lessee fails to take the actions as is required under this Agreement;
- vii The Lessee ceases to use the Premises for the use specified herein or fails to use the

consecutive days or more

Article IX - Inspection of Premises

Section 101 Inspection

The Lessee agrees to provide the District's employees to the Premises for emergency repairs. The Lessee shall permit the District's employees to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities or to inspect the Premises for the purpose of determining the condition of the Premises. The District's employees shall have the right to enter the Premises at any reasonable time during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 101 Removal of Facility

30 or before the expiration of this lease or thirty (30) days after any earlier termination of this lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 102 above relating to the manner of removal.

Section 102 Removal of Personal Property

30 or before the expiration of this lease or thirty (30) days after any earlier termination of this lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not fixed to the Premises at its sole expense.

Section 103 Repair

The Lessee shall repair any damage to the interior of the Premises caused by removal of the Lessee's Facility and/or Personal Property and restore the interior of the Premises to good condition less reasonable wear and tear.

Article XI - Independent Contractor

Section 101 Independent Contractor

Under no circumstances shall this lease be construed as an agreement or employment between the District and the Lessee.

Section 102 No Authority

Each party acknowledged and agrees that neither party will induce the other to make an impression of authority to bid or commit the other party in any way.

□

Article XII – Environmental Representations and Covenants

Section 12.01 Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit C**

Section 12.02 District’s Representations

(a) To the best of the District’s knowledge, both the School Site and the Premises are in compliance with all applicable Environmental Laws.

(b) Neither the District nor, to the District’s knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the school site or the Premises or the land to be occupied by the Facility.

Section 12.03 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the school site Premises or in the Facility except as permitted by Law.

Article XII - Miscellaneous

Section 12.04 Amendments

No interpretation or modification of any of the provisions of this Agreement shall be binding upon either the District or the Lessee unless the same shall be in writing and signed by both the District and the Lessee.

Section 12.05 Time of Essence

Time is of the essence in this site lease and each and all of its provisions.

Section 12.06 Notices

Any notices or filings required to be filed or made under this Agreement shall be served, filed or made in writing upon the District or the Lessee as the case may be by personal delivery or registered mail or overnight delivery service with a copy sent by regular mail to the respective addresses set below or such other address as such party may provide in accordance with the provisions hereof. Any change in the addresses noted hereof shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

To the Lessee:

Child Development Resources

1000 E. 10th Street

Portland, OR 97232

Attention: Executive Director

to the district:

Woodpool District
Business & Fiscal Services
1051 S. "A" Street
Woodland, CA 95074
Attn: District Director of Purchasing

Any notice given by certified or registered mail shall be effective five (5) days after deposit of the aforesaid moneys. Any notice sent by overnight delivery service shall be effective the business day following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 4 Force Majeure

Any party shall be delayed or prevented from the performance of any act required by this lease by reasons of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, in any amount beyond the reasonable control of the party obligated. Financial inability excepted. Performance of such acts shall be excused for the period of the delay and the period for the performance of any such acts shall be extended for a period equal to the period of such delay.

Section 5 Entire Agreement

This Agreement includes any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the site by the lessee and correctly sets forth the obligations of the district and the lessee to each other as of the Commencement Date. Any agreement to expressly set forth in this lease shall be null and void.

Section 6 Severability

Any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction. If any part or order or decree of a court becomes invalid, the remaining terms, provisions, covenants and conditions of this lease shall be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 7 Order of Remedies

This Agreement shall be construed in accordance with and governed by the laws of the State of California, excluding its choice of law rules and both parties agree to waive or any dispute arising under this Agreement shall be in Woodland, California.

Section 8 Waiver

No release shall constitute by either party to this lease constitute or be construed to be a waiver or any breach of covenants or conditions of this lease or of any default or breach may be

exists in the contract or other party and the third party shall be liable for any breach or default exists shall in no way impair or prejudice any right or remedy available to the contractor in any way in respect of such breach or default or by any party or the breach by any other party or any of the provisions of this lease shall constitute a continuing breach or a breach of any subsequent breach either on the same or on other provisions of this lease

Section 10 Remedies

The remedies of this section shall be merely for the convenience of the parties

Section 11 Counterparts

This lease may be signed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same lease

Section 12 Successors and Assigns

This lease shall be binding upon and inure to the benefit of the parties here to and their respective heirs, executors, successors and assigns

Section 13 Surrender of Lease

The voluntary or other surrender of this lease by the lessee or mutual cancellation thereof shall constitute a termination of all or any existing subleases or other leases or assignments of the district or all such subleases

Section 14 Fingerprinting and Personal Disclosure

Prior to entering or performing any by its employees, volunteers, agents and contractors of the school for the purposes specified in this lease the lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45050 and 45051 and any other applicable provisions of the California Education Code or any Code relating to facility licensing under any Code sections 50000 series. Lessee shall make available to district for the purpose of the current and all personal records services under this Agreement a personal list every year during the term of this lease. Copies of this list shall be immediately provided to the District. The list shall include: all full or part-time positions by title including volunteer positions whose direct services are required to provide the services described herein, a brief description of the functions of each such position, the professional degree or applicable experience required for each position and 400 copies of the personal responsible for fulfilling the terms of this Agreement

Section 15 No Discrimination

The lessee and the district shall not discriminate lease use occupancy or employment on the Premises for any portion thereof on the basis of sexual orientation, gender, marital status, race, color, religion, creed, or national origin or ancestry or any person

Section 16 Cooperation in Occupancy of Property

□

This understood and recognized by the Lessee that the Premises is or may be used by other parties including the district Lessee shall cooperate with the other parties in respect to any and all matters as use of the premises by groups, public or common areas, custodial services and security issues.

Section 6 Attorneys Fees

In case suits should be brought or recovery of the Premises or for any sum due hereunder because of any default may arise out of the possession of the Premises by either party the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees.

Section 7 Authority

Each person executing this lease on behalf of any party hereto represents and warrants that he is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party in respect to all of its obligations hereunder.

Section 8 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations including municipal and professional licenses and certification laws shall see in effect and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety and health and shall provide district letter dated July 2007 copy of the Facility license issued by the California Department of Social Services.

The performance of this Agreement Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations all applicable laws and regulations of the State of California and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget Computer Circular as applicable to form or entity by public Lessee in its business.

IN WITNESS WHEREOF the parties hereto have hereunto signed and executed this lease effective as of the date first above written.

DISTRICT:
OXNARD SCHOOL DISTRICT

LESSEE:
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

By: _____
District Administrator
Director Purchasing
Telephone: (805) 851-5000
Fax: (805) 851-5070

By: _____
Name: Carol Colos
Title: Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 781-0775

(Contingent on Board of Trustee Approval)

**EXHIBIT B
INSURANCE**

2.7 INSURANCE.

7 Lessee is sole cost and expense of all obligations and maintenance in full force during the term of this Agreement. The following types of insurance:

- 7.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$1,000,000 annual aggregate including personal injury and advertising injury liability of \$1,000,000 aggregate of products/completed operations and \$50,000 fire legal liability deductible.
- 7.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage including owned, hired and non-owned automobiles.
- 7.3 Workers Compensation coverage in full compliance with California statutory requirements for all employees of Lessee and Employers Liability in the minimum amount of \$1,000,000 and \$100,000 per subrecipient in motor or non-motor.
- 7.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$1,000,000 annual aggregate with a maximum deductible of \$500 per claim. Policy shall be maintained for one year after the end of the contract period.
- 7.5 Abuse and Molestation coverage of not less than one million dollars per occurrence and three million dollars aggregate.
- 7.6 All the insurance companies provided coverage under this Agreement must be A.M. Best rated A+ in the exception of the workers compensation insurance provided by the California Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers in the exception of Professional Liability.
- 7.7 All insurance required under this Agreement shall be primary coverage as respects the contract by any insurance or self-insurance maintained by the Contractor shall be in excess of Lessee's insurance coverage and shall contribute to Lessee's coverage. The Contractor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 7.8 The word "cool" is to be deemed as **Additional Insured** as respects or done by Lessee under the terms of this Agreement. All insurance required by this Agreement to be performed by Contractor shall be construed to apply to Contractors coverage.
- 7.9 Policies shall not be canceled, renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Contractor.
- 7.10 Lessee agrees to provide the Contractor with the following insurance documents within 4 days after the execution of this Agreement:
 - 7.10.1 Certificates of insurance for coverage required under this Agreement.
 - 7.10.2 Additional insured endorsement.
 - 7.10.3 Thirty (30) days Notice of Cancellation Clause endorsement.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term "**Hazardous Materials**" shall mean any and all (a) substances produced by products or waste or other materials or any mixture or combination thereof which is or becomes listed, regulated or addressed under any Environmental laws defined below and (b) any materials, substances, products, by-products, waste or other materials or any mixture or combination thereof whose presence in soil or in water or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental law or any statutory or common law theory based on negligence, strict liability or absolute liability or under any recorded decision of any state or federal court concerning substances, products, by-products, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or residential, commercial or industrial activity or occurrence of disease or other deleterious conditions including asbestos, lead, radon, asbestos, asbestos materials, products, by-products or waste.

For purposes of this Site Lease, the term "**Environmental Laws**" shall mean and include all federal, state and local laws, statutes, ordinances, regulations, resolutions, decrees and/or rules or any other order or decree which may be amended from time to time and all implementing regulations, directives, orders, guidelines and federal or state court decisions which relate to regulation or imposition of liability including but not limited to response, removal, remediation and damage costs or standards of conduct or performance relating to industrial activity or occurrence of disease or other deleterious conditions, environmental conditions or exposure to contamination by or cleanup of any and all Hazardous Materials including asbestos, lead, radon, asbestos, asbestos materials, products, by-products or waste or environmental cleanup statutes.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-31 with Child Development Resources of Ventura County, Inc. - Ground Lease for Jeff Davis Head Start at Lopez (DeGenna/Valdes)

This agreement establishes the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County, Inc. (CDR) for the Jeff Davis Head Start Program at Lopez Academy.

Term of the Ground Lease: July 1, 2023 to June 30, 2026

FISCAL IMPACT:

\$2,500.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees approve Agreement #23-31 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-31, Child Development Resources of Ventura County Inc. \(14 Pages\)](#)

Agreement #23-31

City of Oxnard, California

and

City of Oxnard, California

City of Oxnard, California

City of Oxnard, California

This lease of real property... hereby made and entered into... by and between the City of Oxnard, California... and the City of Oxnard, California... "CDR" or "lessee"

Section A

The EA... the district... in the City of Oxnard, California (the "School Site"); and

The EA... the lessee is in need of space to operate its Program... for the children and families in the district

The EA... the district... for this need... school site

The EA... use of the facilities... outside... by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school

Notwithstanding to the contrary of any provisions and conditions contained herein, the parties agree as follows:

Article I - Premises

Section 1.1 Premises

The leased real property... is the subject of this lease... approximately 1000 square feet located on the School Site... as described more completely in Exhibit A... the lessee shall be entitled to install a portable classroom... the lessee shall be responsible for obtaining all legally necessary and required permits and authorizations... After receipt of written approval from DSA, the lessee shall submit copies... to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 3.1 Errata

The District hereby warrants that the site in fee simple and the site is not burdened by any easements or restrictions which would interfere with the use of the site for the purpose of this Agreement. The parties acknowledge that the Premises shall continue to be held by the District throughout the term of this lease.

Section 3.2 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility. It is the sole responsibility of the Lessee to provide notice to the District of any relocation. The relocation shall be conducted in a manner acceptable to the District. The District shall cooperate as reasonably possible to minimize disruption to the operation of the District's elementary school operations on the school site.

Article II - Use of Premises

Section 2.1 Permissible Uses

The Lessee shall use the Premises to house and operate the District's Head Start Program and for no other purpose unless mutually agreed to by the parties. The Lessee will provide the District with a copy of the program instruction and schedule for each program year during the term of this lease beginning in 2000-01.

Section 2.2 Liability

The Lessee acknowledges that neither the District nor any other District employee shall be held liable for any injury or property damage to the liability of the Premises or the conduct of the Lessee's Program.

Section 2.3 Shared Use of School Site Facilities

Playground is considered common playground. The measures 7,040 square feet of the school site shall be used for the resrooms in the Head Start facility.

Section 2.4 Parties

Currently there are no parties assigned to C...

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

The operation of the Premises shall be the responsibility of the Lessee. The Lessee shall be responsible for the maintenance, repair and operation of the Premises and the school site.

Section 3 Maintenance

The Lessee shall maintain the Premises in a safe condition in accordance with all laws, rules and regulations applicable to the use of the Premises by the Lessee or the District. The standard is higher.

Section 4 Utilities

During the lease term the Lessee shall provide maintenance and pay for all utilities services for the Premises including but not limited to gas, sewer, electricity, sewer, telephone and trash collection.

Lessee pays for other utilities and other services.

Section 4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises including but not limited to electrical systems of the Facility, maintenance of the Facility's equipment.

CO provides feed equipment inside the fenced area around the feed and classroom. CO also provides sand for the sandbox.

Section 5 Equipment

The Lessee shall be responsible for providing any personal property including equipment, supplies and furnishings required for the operation of the Facility.

Section 6 District's No Liability

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Facility or the Premises.

Section 7 Alterations

The Lessee shall remove any material alterations to the Premises in a timely and proper manner consistent with the District's policies.

Article IV – Term and Rent

Section 4 Initial Excluded Term

The excluded term of this lease shall be three (3) years commencing on July 1, 2020 (the "Commencement Date") and ending June 30, 2023 unless terminated sooner under any provision of this Agreement (the "Term"). Lessee may have access to facility starting July 1, 2020.

□

Section 4 Exercises

Under the completion of the initial term of this lease the parties may agree to an exercise of the term of the parties agree to negotiate in good faith mutually agreeable terms and conditions for such an exercise prior to the expiration of the initial term the lessee notifies the district and is to extend the term the district may in its sole discretion elect to give the lessee a written and equitable premises for another school site within the district provided the district the lessee not less than sixty days prior written notice of its election to do so

Section 4 Early Termination

Either party may terminate this lease for convenience upon one hundred ninety days prior notice lessee may terminate this lease upon sixty days prior notice in the event of a termination for the Program ceases

Section 4.4 Fee

During the term of this Agreement lessee will pay an annual rental fee in the amount of \$500.00 the rental fee shall be due upon the Commencement date the actual annual fair market value of said Property is \$5,440.00 based on the square footage of the property leased the district agrees to contribute in-kind ground use fees of \$5,440.00 per year

Article V - Insurance

Section 5 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this lease the types and amounts of insurance set forth in **EXHIBIT B** which is incorporated by reference herein and made a part of this Agreement All insurance policies shall be subject to approval by the district to form and complete lessee agrees to provide district with copies of required policies upon request

Article VI - Indemnification

Section 6 Indemnification

The lessee shall indemnify, protect, defend and hold harmless district any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any liability including liability for claims, suits, actions, arbitration, proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind whether actual, settled or threatened including attorneys fees and costs, court costs, interest, defense costs and expert witness fees arising out of or in any way attributable to the operations, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity or from things done, permitted or suffered by the lessee, its employees or contractors in or about the Premises and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this lease or arising from any negligence of the lessee, its employees or contractors

Article VII - Assignments

Section 7 Sublease or Assignment

The Lessee shall not subconvey or assign any of its rights or duties hereunder in whole or in part in any manner prior to the close of the district.

Section 7 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises in any manner prior to the close of the district.

Article VIII - Breach and Termination

Section 8 Breach and Termination

If the allegedly material breach or default is cured by either party or the other party may terminate this lease and be free of further obligations hereunder as to those sections in this Article if such default or breach continues for a period of forty-five (45) days after the breach or party receives written notice of the default or breach provided that the cure of the default or breach is such that more than forty-five (45) days are reasonably required for its cure. If the party breach or party shall complete the right to terminate this lease if the breach or party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach and the foreclosed provisions are in addition to and not a limitation on any other rights or remedies available to the district and/or the Lessee.

Section 8 Termination for Cause

Either party may terminate this lease for Cause. Cause shall include the following:

- i The Lessee is adjudged bankrupt;
- ii The Lessee makes a general assignment for the benefit of its creditors;
- iii A receiver is appointed on account of the Lessee's insolvency;
- iv The Lessee has made any material misrepresentation or any fraud in or in respect to any information or document furnished to the district in connection with the site;
- v The district has made any material misrepresentation or any fraud in or in respect to any information or document furnished to the Lessee in connection with the site;
- vi Any hazardous material is discovered on site and the Lessee fails to take the actions as is required under this Agreement;
- vii The Lessee ceases to use the Premises for the use specified herein for a period of 90 consecutive days or more.

Article IX - Inspection of Premises

Section 901 Inspection

The Lessee agrees to provide the District with access to the Premises for emergency repairs. The Lessee shall permit the District its access to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities or to inspect or to take possession of the Premises or to perform any other duties authorized by the District. The Lessee shall be responsible for any damage to the Premises or to the District's equipment or to the District's property caused by the Lessee's access to the Premises at any reasonable time during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 1001 Removal of Facility

30 or before the expiration of this lease or thirty (30) days after any earlier termination of this lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1002 above relating to the manner of removal.

Section 1002 Removal of Personal Property

30 or before the expiration of this lease or thirty (30) days after any earlier termination of this lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises which is so fixed to the Premises as to be its sole expense.

Section 1003 Repair

The Lessee shall repair any damage to the interior of the Premises caused by removal of the Lessee's Facility and/or Personal Property and restore the interior of the Premises to good condition less reasonable wear and tear.

Article XI - Independent Contractor

Section 1101 Independent Contractor

Under no circumstances shall this lease be construed as an agreement, contract, or employment between the District and the Lessee.

Section 1102 No Authority

Each party acknowledges and agrees that neither party will induce the other to make an impression of authority to bid or commit the other party in any way.

□

Article XII – Environmental Representations and Covenants

Section 12.01 Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit C**

Section 12.02 District’s Representations

- a) To the best of the District’s knowledge, both the School Site and the Premises are in compliance with all applicable Environmental Laws
- b) Neither the District nor, to the District’s knowledge, any predecessor in interest to the District has received any written notice or violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises or the Land to be occupied by the Facility

Section 12.03 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site Premises or in the Facility except as permitted by Law

Article XII - Miscellaneous

Section 12.04 Amendments

No interpretation or modification of any of the provisions of this Agreement shall be binding upon either the District or the Lessee unless the same shall be in writing and signed by both the District and the Lessee

Section 12.05 Time of Essence

Time is of the essence in this lease and each and all of its provisions

Section 12.06 Notices

Any notices or filings required to be filed or made under this Agreement shall be served, filed or made in writing upon the District or the Lessee, the case may be by personal delivery or registered mail or overnight delivery service with a copy sent by regular mail to the respective addresses set below or such other address as such party may provide in accordance with the provisions hereof. Any change in the addresses set herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

To the Lessee:

Child Development Resources

1000 E. 10th Street

Portland, CA 97036

Attn: Executive Director

shall be used by other parties including the district lessee shall cooperate in the other parties in respect of any arrangements concerning such matters as use of the premises, by roads, public or common areas, custodial services and security issues.

Section 6 Attorneys Fees

In case suits should be brought or recovery of the Premises or for any sum due hereunder because of any default may arise out of the possession of the Premises by either party the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees.

Section 7 Authority

Each person executing this lease on behalf of any party hereto represents and warrants that he is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and bind such party in respect of all of its obligations hereunder.

Section 8 Licenses and Permits

Lessee shall conform with all federal, state, county and local rules and regulations including facility and professional licenses and certification laws and shall see to it that every and all licenses, permits, notices and certificates as are required for the duration of this Agreement Lessee shall further comply with all laws applicable to sites and hours of employment, occupational safety and health and sanitation. Lessee shall provide district letter dated July 2007 copy of the Facility license issued by the California Department of Industrial Services.

The performance of this Agreement Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations all applicable laws and regulations of the State of California and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereafter amended or changed. Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget Memorandum Circulars applicable to form operating by public Lessee in its business.

IN WITNESS WHEREOF the parties hereto have hereunto signed and affixed their seals and signatures on this day first of the month of July 2007.

**DISTRICT:
OXNARD SCHOOL DISTRICT**

**LESSEE:
CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC.**

By: _____
District Attorney
Director Purchasing
Telephone: (805) 851-5000
Fax: (805) 851-5070

By: _____
Name: Carlos
Title: Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 781-0775

(Contingent on Board of Trustee Approval)

**EXHIBIT A
LEGAL DESCRIPTION OF LOPEZ INTERMEDIATE SCHOOL SITE
DESCRIPTION OF PREMISES**

Parcel

Corrigo subdivision 0 of the block El Rio de Corrao' of Colorado in the City of Oxford County of the State of Colorado is situated in the office of the County Clerk of said County described as follows:

Section 4 of the North line of the Wolff Hill Laubacher subdivision is per meter recorded in book 5 of the Missouri records of the North line of said block.

5th: North 88° 57' West, 706.40 feet to the East corner of the subdivision per meter recorded in book 7 of the Missouri records of said East line.

6th: North 0° 06' West 878.88 feet to the South line of the land conveyed to Carrie F. Jaqua by deed recorded March 15, 1905 in book 5 of the records of the county of Colorado and is Easterly parallel line.

7th: South 89° 51' East, 154.00 feet; thence,

4th: South 89° 53' 45" East, 373.93 feet to a line which is parallel with and 60.00 feet Westery, measured along the southerly line of the block 40'00 feet wide from the East line of the land conveyed to Anastia Revolon by deed recorded March 10, 1900 in book 87 of the records of said parallel line.

5th: North 77° 87' West of the southerly line of said block of the southerly line of said block.

6th: South 89° 53' East 60.00 feet to the Northwest corner of said land of Anastia Revolon; thence along the Easterly line of said block of Anastia Revolon.

7th: South 89° 53' East 120.00 feet to the Northwest corner of said block of the southerly line thereof.

8th: South 89° 53' East, 120.00 feet to a point in the West line of said Wolff Hill Laubacher subdivision of the southerly line of said block of Anastia Revolon of the East line of said block of the Wolff Hill Laubacher subdivision.

9th: South 70° 00' West of the corner of the block.

Section 4 of the block is conveyed to the City of Oxford municipal corporation by deed recorded May 15, 1908 as volume No. 8.

**EXHIBIT B
INSURANCE**

2.7 INSURANCE.

- 2.7.1 Lessee is sole cost and expense shall obtain and maintain in full force during the term of this Agreement the following types of insurance:
- 2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$1,000,000 annual aggregate including personal injury and advertising injury liability \$1,000,000 aggregate and products/completed operations and \$50,000 fire and theft liability deductible
 - 2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage including owned, hired and non-owned automobiles
 - 2.7.1.3 Workers Compensation coverage in full compliance with California statutory requirements for all employees of Lessee and Employer's liability in the minimum amount of \$1,000,000 and \$100,000 per occurrence
 - 2.7.1.4 Professional liability coverage in the minimum amount of \$1,000,000 each claim and \$1,000,000 annual aggregate with a maximum deductible of \$500 per claim. Policy shall be maintained for one year after the end of the contract period
 - 2.7.1.5 Abuse and Molestation coverage of not less than one million dollars per occurrence and three million dollars aggregate
 - 2.7.1.6 All the insurance companies provided coverage under this Agreement must be A.M. Best rated A+ or the equivalent of the workers compensation insurance provided by the California Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers with the exception of Professional liability
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects the contract provided by insurance or self insurance maintained by the Contractor shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. Contractor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements
- 2.7.3 The word "contract" is to be deemed as **Additional Insured** as respects or done by Lessee under the terms of this Agreement. All insurance required by this Agreement to be performed shall be construed to apply to Contractors coverage
- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope or coverage until after sixty (60) days written notice has been given to the Contractor
- 2.7.5 Lessee agrees to provide Contractor with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of insurance for coverage required under this Agreement
 - 2.7.5.2 Additional insured endorsement
 - 2.7.5.3 thirty (30) days Notice of Cancellation Clause endorsement

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term "**Hazardous Materials**" shall mean any and all (a) substances produced by products or processes or other materials or any mixture or fluid or any other substance which is or becomes listed, regulated or addressed under any Environmental laws defined below and (b) any materials, substances, products, by-products, or other materials or any mixture or fluid or any other substance which, in and of itself or in combination with other materials, substances, products, by-products or processes may give rise to liability under any Environmental law or any statutory or common law theory based on negligence, strict liability or absolute liability or under any recorded decision of any state or federal court concerning substances produced by products or processes or any other material which may be hazardous or harmful to the air, water, soil, environment or residential, commercial, agricultural or other occupancy and/or federal, state or local laws including but not limited to the Resource Conservation and Recovery Act or asbestos materials, products, by-products or processes.

For purposes of this Site Lease, the term "**Environmental Laws**" shall mean and include all federal, state and local laws, statutes, ordinances, regulations, resolutions, decrees and/or rules or any other law which may be amended from time to time and all implementing regulations, directives, orders, guidelines and federal or state court decisions which are related to regulation or imposition of liability including but not limited to response, removal, remediation and damage costs or standards of conduct or performance related to industrial, agricultural, residential or other occupancy conditions, environmental conditions or exposure to contamination by or cleanup of any and all Hazardous Materials including but not limited to all federal or state superfund statutes or environmental cleanup statutes.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #23-32 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Harrington School (DeGenna/Valdes)

This Agreement/MOU establishes the terms for the use of a preschool classroom between the Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR), to operate the Mary Crawford Head Start Program at the Harrington Early Childhood Development Center during fiscal years 2023-2026.

Term of the Agreement: July 1, 2023 to June 30, 2026

FISCAL IMPACT:

\$2,500.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees approve Agreement/MOU #23-32 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-32, Child Development Resources of Ventura County Inc. \(12 Pages\)](#)

OSD AGREEMENT #23-32
MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN CHILD DEVELOPMENT RESOURCES
OF VENTURA COUNTY, INC. AND THE OXNARD SCHOOL DISTRICT

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Child Development Resources of Ventura County, Inc. (“CDR” or “Lessee”) and the Oxnard School Lessor (the “District” or “Lessor”). Lessee and the Lessor shall sometimes be referred to herein as the “Parties” or individually a “Party”)

WHEREAS, Lessee is in need of two classrooms to operate the Mary Crawford Head Start Preschool (the “Program”);

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy two classrooms (the “Space” or the “Facility”) on the premises of the Lessor’s Harrington School at 451 South Olive Street, Oxnard, California (the “Harrington Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the Lessor, the parents of the students of the Lessor, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2023 and end on June 30, 2026 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional three-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of each year requesting extension of the MOU for another year three-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies the Lessor that it wishes to extend the term, the Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that the Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) The Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of

the Space. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space.

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy two classrooms and a shared front office space for two Lessee staff in the Administrative Building at Harrington Early Childhood Education Center (ECDC), for the sole purpose of operating the Program. The Program will operate congruent to Lessor’s school calendar. Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar. Lessee may share in the use of the playground at Harrington ECDC, subject to the needs and scheduling of the Lessor. Program staff shall use the restrooms in the Administration Building of Harrington ECDC, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the Lessor and Harrington Site. Lessee understands and agrees that it will cooperate with other persons using the premises at Harrington Site and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of the Lessor or anyone acting for or on behalf of the Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) the Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of the Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to the Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have

been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Space solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of the Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Space to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of the Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the

duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and the District and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have t contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessee is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee shall pay an annual rental fee in the amount of \$2,500.00. The rental fee shall be due upon the Commencement date. The actual annual fair market value of said Property is \$25,200, based on the square footage of two classrooms, it does not include shared spaces (storage, playground, office spaces in the Administrative Building). The District agrees to contribute in-kind facilities use fees of \$22,700 per year.

Both parties agree to adjust the rental fee of future MOU agreements based on the Consumer Price Index (CPI). Rental fees are inclusive of utilities and site maintenance.

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Space that might threaten the exterior or structural elements of the Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Lessee by the Lessor, if any, shall remain the property of the Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide custodial and facility maintenance services 5 days a week while program is operational. The Program will be operational from 7:00 a.m. to 6:00 p.m. Monday through Friday.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial (Lessor) services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial does not meet CCL standards, subjecting Lessee to a citation and/or fine, Lessee will reserve the right to have the violation corrected immediately by an outside vendor at Lessee's discretion and cost.

Lessee shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform the Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the Lessor's students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the Lessor.

Article 7. Indemnification

7.1 **Lessee’s Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this MOU by Lessee, or by any individual or entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor’s real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this MOU, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this MOU. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members' as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this MOU.

_____ (Initials)

Lessor’s Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this MOU by Lessee or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this MOU are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this MOU, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental

damages, including but not limited to lost profits, arising out of or in connection with this MOU. Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this MOU.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE.

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the Lessor.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) The Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respect the Lessor, and any insurance or self-insurance maintained by the Lessor shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. The Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Lessor.

8.3 COPIES.

Lessee shall provide to the Lessor a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Lessee and that apply to Lessee and its use of the Space.

Article 9. Access by the Lessor

9.1 The Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Space; (b) as required by law or emergency; and (c) to examine the Space. The Lessor shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and the Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this section will be extended for a period equal to the duration of the cause.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to the Lessor shall be addressed to:
Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Lisa Franz, Director of Purchasing

Notice shall be given to Lessee at the following address:
Child Development Resources of Ventura County, Inc.
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Jack Hinojosa, Chief Executive Officer

Article 11. Assignment and Subletting

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from the Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from the Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and the Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, the representatives from Lessee shall meet with representatives from the Lessor in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and the Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by the Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then the Lessor may, at any time thereafter without limiting the Lessor in the exercise of any right or remedy at law or in equity which the Lessor may have by reason or such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, the

Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to the Lessor has been left behind, the Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. The Lessor may also allow others to use the space, in which case the MOU shall terminate.

(b) Terminate Lessee’s right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to the Lessor. In such event the Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by the Lessor in connection with the termination of Lessee’s possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to the Lessor.

15.2 TERMINATION BY THE LESSOR FOR CONVENIENCE.

The Lessor may terminate this MOU for its convenience by providing 60-days written notice to Lessee.

OXNARD SCHOOL DISTRICT:

**CHILD DEVELOPMENT RESOURCES
OF VENTURA COUNTY, INC.:**

Signature

Signature

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

Jack Hinojosa, Chief Executive Officer
Typed Name/Title

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #23-33 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Sierra Linda (DeGenna/Valdes)

This Agreement/MOU establishes the terms for the use of preschool classrooms between the Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR), for the Sierra Linda Head Start Program at Sierra Linda School.

Term of the Agreement: July 1, 2023 to June 30, 2026

FISCAL IMPACT:

\$2,500.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees approve Agreement/MOU #23-33 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-33, Child Development Resources of Ventura County Inc. \(12 Pages\)](#)

OSD AGREEMENT #23-33
MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN CHILD DEVELOPMENT RESOURCES
OF VENTURA COUNTY, INC. AND THE OXNARD SCHOOL DISTRICT

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Child Development Resources of Ventura County, Inc. (“CDR” or “Lessee”) and the Oxnard School Lessor (the “District” or “Lessor”). Lessee and the Lessor shall sometimes be referred to herein as the “Parties” or individually a “Party”)

WHEREAS, Lessee is in need of two classrooms to operate the Sierra Linda Head Start Preschool (the “Program”);

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy two portable classrooms (the “Space” or the “Facility”) on the premises of the Lessor’s Sierra Linda School at 2201 Jasmine Street, Oxnard, California (the “Sierra Linda Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the Lessor, the parents of the students of the Lessor, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2023 and end on June 30, 2026 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional three-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of each year requesting extension of the MOU for another year three-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies the Lessor that it wishes to extend the term, the Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that the Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) The Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of

the Space. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space.

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy two classrooms for the sole purpose of operating the Program. The Program will operate congruent to Lessor’s school calendar. Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar. Lessee may share in the use of the playground at Sierra Linda, subject to the needs and scheduling of the Lessor. Program staff shall use the restrooms in the Sierra Linda School, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the Lessor and Sierra Linda Site. Lessee understands and agrees that it will cooperate with other persons using the premises at Sierra Linda Site and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of the Lessor or anyone acting for or on behalf of the Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) the Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of the Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to the Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Space solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of the Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Space to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of the Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and the District and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have t contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessee is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee shall pay an annual rental fee in the amount of \$2,500.00. The rental fee shall be due upon the Commencement date. The actual annual fair market value of said Property is \$11,700.00, based on the square footage of two classrooms, it does not include shared spaces (storage, playground, adult restrooms). The District agrees to contribute in-kind facilities use fees of \$9,200.00 per year.

Both parties agree to adjust the rental fee of future MOU agreements based on the Consumer Price Index (CPI).

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Space that might threaten the exterior or structural elements of the Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Lessee by the Lessor, if any, shall remain the property of the Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide facility maintenance services while program is operational. Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Lessee shall provide custodial services 5 days per week while program is operational. Lessee shall maintain the Space in good condition suitable for the Programs and to meet Community Care Licensing (CCL) standards.

6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform the Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the Lessor’s students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the Lessor.

Article 7. Indemnification

7.1 Lessee’s Indemnity Obligation. To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this MOU by Lessee, or by any individual or entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor’s real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this MOU, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this MOU. Failure of Lessor to monitor

compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members' as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this MOU.

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Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

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(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) The Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respect the Lessor, and any insurance or self-insurance maintained by the Lessor shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. The Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Lessor.

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Article 9. Access by the Lessor

9.1 The Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Space; (b) as required by law or emergency; and (c) to examine the Space. The Lessor shall maintain a set of keys to the Space.

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10.1 ENTIRE AGREEMENT.

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This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

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This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and the Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this section will be extended for a period equal to the duration of the cause.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to the Lessor shall be addressed to:
Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Lisa Franz, Director of Purchasing

Notice shall be given to Lessee at the following address:
Child Development Resources of Ventura County, Inc.
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Jack Hinojosa, Chief Executive Officer

Article 11. Assignment and Subletting

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from the Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from the Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and the Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, the representatives from Lessee shall meet with representatives from the Lessor in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and the Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty

(30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by the Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then the Lessor may, at any time thereafter without limiting the Lessor in the exercise of any right or remedy at law or in equity which the Lessor may have by reason or such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, the Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to the Lessor has been left behind, the Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. The Lessor may also allow others to use the space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to the Lessor. In such event the Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by the Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to the Lessor.

15.2 TERMINATION BY THE LESSOR FOR CONVENIENCE.

The Lessor may terminate this MOU for its convenience by providing 60-days written notice to Lessee.

OXNARD SCHOOL DISTRICT:

**CHILD DEVELOPMENT RESOURCES
OF VENTURA COUNTY, INC.:**

Signature

Signature

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

Jack Hinojosa, Chief Executive Officer
Typed Name/Title

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #23-34 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Marina West (DeGenna/Valdes)

This Agreement/MOU establishes the terms for the use of preschool classrooms between the Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR), for the Marina West Head Start Program at Marina West School.

Term of the Agreement: July 1, 2023 to June 30, 2026

FISCAL IMPACT:

\$2,500.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees approve Agreement/MOU #23-34 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-34, Child Development Resources of Ventura County Inc. \(12 Pages\)](#)

OSD AGREEMENT #23-34
MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN CHILD DEVELOPMENT RESOURCES
OF VENTURA COUNTY, INC. AND THE OXNARD SCHOOL DISTRICT

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Child Development Resources of Ventura County, Inc. (“CDR” or “Lessee”) and the Oxnard School Lessor (the “District” or “Lessor”). Lessee and the Lessor shall sometimes be referred to herein as the “Parties” or individually a “Party”)

WHEREAS, Lessee is in need of a classroom to operate the Marina West Head Start Preschool (the “Program”);

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy one portable classroom (the “Space” or the “Facility”) on the premises of the Lessor’s Marina West School 2501 Carob Street, Oxnard, California (the “Marina West Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the Lessor, the parents of the students of the Lessor, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2023 and end on June 30, 2026 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional three-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of each year requesting extension of the MOU for another year three-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies the Lessor that it wishes to extend the term, the Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that the Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) The Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of

the Space. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space.

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy one portable classroom, for the sole purpose of operating the Program. Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar. Program staff shall use the restrooms in the Administration Building and/or Preschool Buildings shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the Lessor and Marina West Site. Lessee understands and agrees that it will cooperate with other persons using the premises at Marina West Site and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of the Lessor or anyone acting for or on behalf of the Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) the Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of the Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to the Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Space solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of the Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Space to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of the Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and the District and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have t contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessee is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee shall pay an annual rental fee in the amount of \$2,500.00. The rental fee shall be due upon the Commencement date. The actual annual fair market value of said Property is \$3,780.00, based on the square footage of one portable classroom, it does not include shared spaces. The District agrees to contribute in-kind facilities use fees of \$1,280.00 per year.

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Space that might threaten the exterior or structural elements of the Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishing required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Lessee by the Lessor, if any, shall remain the property of the Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide facility maintenance services while program is operational. Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Lessee shall provide custodial services 5 days per week while program is operational. Lessee shall maintain the Space in good condition suitable for the Programs and to meet Community Care Licensing (CCL) standards.

6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform the Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the Lessor’s students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the Lessor.

Article 7. Indemnification

7.1 **Lessee’s Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this MOU by Lessee, or by any individual or entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor’s real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this MOU, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this MOU. Failure of Lessor to monitor

compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members' as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this MOU.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this MOU by Lessee or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this MOU are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this MOU, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this MOU. Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this MOU.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE.

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If

Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the Lessor.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) The Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respect the Lessor, and any insurance or self-insurance maintained by the Lessor shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. The Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Lessor.

8.3 COPIES.

Lessee shall provide to the Lessor a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Lessee and that apply to Lessee and its use of the Space.

Article 9. Access by the Lessor

9.1 The Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Space; (b) as required by law or emergency; and (c) to examine the Space. The Lessor shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and the Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this section will be extended for a period equal to the duration of the cause.

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This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

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This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

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Business & Fiscal Services
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Attn: Lisa Franz, Director of Purchasing

Notice shall be given to Lessee at the following address:
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221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Jack Hinojosa, Chief Executive Officer

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11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from the Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from the Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and the Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, the representatives from Lessee shall meet with representatives from the Lessor in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and the Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty

(30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by the Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then the Lessor may, at any time thereafter without limiting the Lessor in the exercise of any right or remedy at law or in equity which the Lessor may have by reason or such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, the Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to the Lessor has been left behind, the Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. The Lessor may also allow others to use the space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to the Lessor. In such event the Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by the Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to the Lessor.

15.2 TERMINATION BY THE LESSOR FOR CONVENIENCE.

The Lessor may terminate this MOU for its convenience by providing 60-days written notice to Lessee.

OXNARD SCHOOL DISTRICT:

**CHILD DEVELOPMENT RESOURCES
OF VENTURA COUNTY, INC.:**

Signature

Signature

Typed Name/Title

Typed Name/Title

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-35 – LEGO Education (DeGenna/Shea)

LEGO Education will provide professional development to Oxnard School District teachers and After School Program staff. This includes product training, coaching, and lesson preparations to support teachers with implementation of the LEGO Education Learning System. The goal of LEGO is to provide hands-on STEAM learning for students in TK-6th Grade.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed: \$141,715.00 - ELOP

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-35 with LEGO Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-35, LEGO Education \(6 Pages\)](#)
[Scope of Work \(2 Pages\)](#)



2023 Agreement to Provide Professional Development

This Agreement to Provide Professional Development is established by and between:

LEGO Brand Retail, Inc. D/B/A/ LEGO Education US

100 Print Shop Road
Enfield, CT 06082
Telephone: (800) 362-4308
("Consultant")

AND

Oxnard School District
105 S A Street
Oxnard, CA 93030-7442
Telephone: (508) 385-1501
("District")

The District and the Consultant are individually referred to as "Party" and jointly as "Parties".

1. General Conditions.

- 1.1 This Agreement is the only valid agreement between Consultant and District to provide Professional Development.
- 1.2 This contract is not valid or an enforceable obligation against LEUS until approved and ratified by motion of the governing board duly passed and adopted.
- 1.3 If any part of this Agreement becomes invalid, this does not affect the validity of remaining provisions of this Agreement. Such provisions are then replaced based on a mutual agreement or by a court ruling if such agreement cannot be reached, by new provisions expressing the original content to the greatest possible extent.
- 1.4 In case there is any discrepancy between this Agreement and its Appendices, the provisions of this Agreement prevail.
- 1.5 Consultant is not an employee or agent of the District and as an independent contractor, Consultant is not entitled to any benefits provided by the District to District employees including Workers' Compensation.
- 1.6 Consultant shall have the right to cancel an order or terminate this Agreement if, at any time, the General Terms are not complied with by the District in any material way.

2. Special Conditions.

- 2.1 Services to be provided by Consultant are outlined in Appendix 1.
- 2.2 Approved payments shall be made within thirty (30) days following receipt of invoice by Oxnard Elementary Extended Learning Program.

3. Validity.

3.1 This Agreement is effective as of the date last signed below (the "Effective Date") from July 1, 2023 - June 30, 2024.

4. Appendices

4.1 The following appendices are an integral part of this agreement:

- Appendix 1 – Pricing
- Appendix 2 - Oxnard PD Proposal

Seller: LEGO Education US

Signature:
Print Name:
Title:
Date:

District: Oxnard School District

Signature:
Print Name: **Lisa A. Franz**
Title: **Director, Purchasing**
Date:

Appendix 1

2023 Price List for LEGO Education US

Grade Band	Theme	Product Number	Product Name	2023 Retail Price
	Professional Development & Training	2000560	Professional Learning	\$ 3,495.00
	Professional Development & Training	2000564	Coaching: Virtual	\$ 995.00
	Professional Development & Training	2000567	Activation Services	\$ 3,495.00

Pricing is valid from 01/1/2023 through 12/31/2023

LEGO® Education Professional Learning Recommendation

OXNARD SCHOOL DISTRICT



Professional Development Recommendation

A professional learning program that inspires and actively engages teachers in facilitating playful and hands-on STEAM learning.

<h2>Developing Skills</h2> <p>New Teachers and Administration</p>	<h2>Enhancing Practice</h2> <p>Existing Teachers</p>	<h2>Summer School</h2> <p>Existing Teachers</p>	<h2>Competition</h2> <p>Robotics Club Teachers</p>
<p><u>Facilitated Implementation</u></p> <ul style="list-style-type: none"> 6 hours per session 10 Sessions (1:20 Ratio) <p><u>Virtual Coaching</u></p> <ul style="list-style-type: none"> 2 hours per session Virtual 5 Sessions <p><u>Administration Training</u></p> <ul style="list-style-type: none"> 6 hours per session In Person 2 Sessions 	<p><u>Facilitated Implementation</u></p> <ul style="list-style-type: none"> 6 hours per session 4 Sessions (1:20 Ratio) <p><u>In Person Coaching</u></p> <ul style="list-style-type: none"> 6 hours per session (up to 6 at same school site.) 5 Sessions <p><u>Virtual Coaching</u></p> <ul style="list-style-type: none"> 2 hours per session Virtual 10 Sessions 	<p><u>Facilitated Implementation</u></p> <ul style="list-style-type: none"> 6 hours per session 4 Sessions (1:20 Ratio) <p><u>Virtual Coaching</u></p> <ul style="list-style-type: none"> 2 hours per session Virtual 4 Sessions 	<p><u>Facilitated Implementation</u></p> <ul style="list-style-type: none"> 6 hours per session 4 Sessions (1:20 Ratio) <p><u>Virtual Coaching</u></p> <ul style="list-style-type: none"> 2 hours per session Virtual 4 Sessions

Activation Service Recommendation (5 Sessions)

A **paid service** to ensure districts are set up for success in using LE Materials

An **LEA trainer** will work on-site with district personnel to prepare materials for use



Distribution and Devices

- Work with district personnel to unbox, sort and label materials
- Establish best practices to inventory and maintain sets
- Work with IT department to install app

Establish Procedures

- Create organizational systems, such as Check-In/Check-Out
- Prepare sites to receive and distribute materials

End-of-Year Inventory

- Work with district personnel to inventory sets
- Generate new orders as needed
- Review best practices in cleaning materials
- Work with IT department to update and store Hubs

Price

The Learning Through Play for Extended Learning Professional Learning Series is not only playful and engaging, but gives teachers confidence to leave the training saying, "I can do this!" This learning plan support teachers and administrators new to LEGO Education, enhance learning for those teachers already implementing LEGO Education materials in the extended learning program, develop knowledge and skills for summer school facilitators and support specialized Robotics teachers in bringing the excitement of competition to Oxnard School District.

LEGO® Education Learning Through Play for Extended Learning Professional Learning Series can help educators in your program to:

- develop a deeper understanding of how play contributes to child development and learning in all domains.
- design environments and experiences to support playful learning to meet the needs of all children.
- learn strategies for classroom management of hands-on learning.
- bring experiences in robotics competition to students.

The plan below allows for tailoring of specific needs throughout implementation and can be scheduled as elements of overarching implementation begin to roll out. It includes facilitated workshops and coaching, both led by a certified LEGO® Education Academy trainer. Participants will have the option to sign up for the LEGO Education Customer Success Program and join the LEGO Education Community, providing access to information shared to members as well as the opportunity to connect with other educators outside of their program. These plans are flexible and can be solutioned to meet your professional learning needs.

Building Knowledge and Skills (New Teachers and Site Administrators)			
Delivery Model	Goals/Description	# of Sessions	Cost
Teachers new to LEGO Education in Extended Learning			
Facilitated Implementation (6 hours per session 1:20 ratio)	<ul style="list-style-type: none"> • Differentiated by grade level bands • Focused sessions for each solution • Build capacity for extended lessons • Driven by a grade level specific Lesson Progression document 	10	\$34,950
Virtual Coaching (2 hours per session 1:20 ratio)	<ul style="list-style-type: none"> • Flexible participant driven instruction • Spaced between Facilitated Implementation to support questions and extensions of learning after application • Differentiated by grade level bands. 	5	\$4975
Site Level Administrators			
Facilitated Implementation (6 hours per session 1:20 ratio)	<ul style="list-style-type: none"> • develop an understanding of LEGO Education experiences happening in extended learning. • explore how curiosity and confidence in STEAM learning can be developed through the creation of rich learning environments anchored in playful learning approaches. • develop a deeper understanding for how hands on playful learning can support academic goals in all subjects. • Identify ways they can nurture purposeful play across the school. 	2	\$6990

Enhancing Practice and Extending Learning (Teachers already using LE)			
Delivery Model	Goals/Description	# of Sessions	Cost
Teachers experienced LEGO Education in Extended Learning			
Facilitated Implementation (6 hours per session 1:20 ratio)	<ul style="list-style-type: none"> • Differentiated by grade level bands • SPIKE Essential focus on coding and engineering • Build capacity for extending lessons and iterations • Driven by a grade level specific Lesson Progression document 	4	\$13,980
Virtual Coaching (2 hours per session 1:20 ratio)	<ul style="list-style-type: none"> • Flexible participant driven instruction • Spaced between Facilitated Implementation to support questions and extensions of learning after application • Differentiated by grade level bands. 	10	\$9950
Site Level Administrators			
In Person Coaching (6 hours per session)	<ul style="list-style-type: none"> • Focused support for specific school sites or educators • Side by side support for lesson planning, delivery and extension • Flexible delivery including co-teaching, planning, etc. (not model lessons) 	5	\$17,475

1 school per day – 6 teachers per school)

Summer School

Delivery Model	Goals/Description	# of Sessions	Cost
Teachers facilitating Summer School Programming with LEGO Education			
Facilitated Implementation (6 hours per session 1:20 ratio)	<ul style="list-style-type: none"> Differentiated by grade level bands Option for sessions of different LEGO Education experience. Summer School Curriculum Focus – Lesson Progression Separate Sessions for different solutions 	4	\$13,980
Virtual Coaching (2 hours per session 1:20 ratio)	<ul style="list-style-type: none"> Weekly Check In / Office Hours during Summer Camp session Questions/Extensions/Troubleshooting/Idea Sharing 	4	\$3980

Robotics Club (Competition Focus)

Delivery Model	Goals/Description	# of Sessions	Cost
Facilitators of Robotics Clubs for competition			
Facilitated Implementation (6 hours per session 1:20 ratio)	<ul style="list-style-type: none"> SPIKE Essential, SPIKE Prime focus (SPIKE Expansion kit) Experience specific to robotics competition Advanced coding related to competitions Review of FIRST process and competition structure Support in role of “coach” for competitions 	4	\$13,980
Virtual Coaching (2 hours per session 1:20 ratio)	<ul style="list-style-type: none"> Periodic Check in during process and in between Facilitated Implementations 	4	\$3980

Activation Services

Delivery Model	Goals/Description	# of Sessions	Cost
Continued Implementation Management Support			
Facilitated Implementation (6 hours per session 1:20 ratio)	<ul style="list-style-type: none"> Work with district personnel to unbox, sort and label materials Establish best practices to inventory and maintain sets Work with IT department to install app Create organizational systems, such as Check-In/Check-Out Prepare sites to receive and distribute materials Work with district personnel to inventory sets Generate new orders as needed Review best practices in cleaning materials Work with IT department to update and store Hubs 	5	\$17,475

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-36 – Mindset Academy by SWEAT III (DeGenna/Rubin)

Mindset Academy by Sweat III will provide 10 days of student development, parent development, and teacher development through a series of assemblies and workshops. The focus of these sessions will be mindset development, student engagement and emotional intelligence. Specific topics covered in the student session will include SEL, PBIS, student voice, and character development. Specific topics covered in the staff workshops will include work culture, school culture, and team/ relationship building. Specific topics covered in parent workshops will include goal setting, SEL, and parent engagement.

Term of Agreement: August 17, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$56,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Kamala School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-36 with Mindset Academy by SWEAT III.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-36, Mindset Academy by SWEAT III \(1 Page\)](#)

OSD AGREEMENT #23-36

Memorandum of Understanding Between MINDSET ACADEMY by SWEAT III and
KAMALA SCHOOL

This agreement specifies the expectations of the partnership between KAMALA SCHOOL and MINDSET ACADEMY by SWEAT III 408 4TH St West Sacramento, CA 95605. The partnership takes effect from August 17, 2023 through JUNE 30, 2024

Student Assembly/ Mindset Academy Workshops

The focus of these sessions will be mindset development, student engagement and emotional intelligence.

- SEL
- PBIS
- STUDENT VOICE
- CHARACTER DEVELOPMENT

Staff Workshops

- Work Culture
- School Climate
- Team/ Relationship Building

Parent Workshops

- 3 Parent Workshops
- Goal Setting
- SEL, Parent Engagement

Mindset Academy by SWEAT III will provide training and student development through an assembly and workshops

Responsibilities of Contractor:

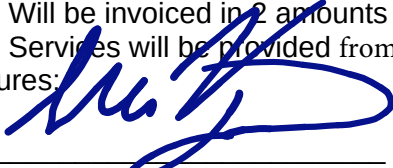
Mindset Academy by SWEAT III

- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for staff, parents and students
- 10 days
- Materials and Travel

Responsibilities of KAMALA SCHOOL

- Secure the amount of \$56,000.00
 - Will be invoiced in 2 amounts of \$28,000.00
- Services will be provided from August 17, 2023 through June 30, 2024

Signatures:



Mindset Academy Program Representative

Date: 4/04/2023

(Site/School) Representative
Lisa A. Franz, Director, Purchasing

N/A

(Site/School) Representative

Date: _____

Date: N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-37, American Language Services (DeGenna/Ruvalcaba)

American Language Services will provide over the phone, and/or in-person Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and other parent meetings during the 2023-2024 school year.

Term of Agreement: August 1, 2023 – June 14, 2024

FISCAL IMPACT:

Not to exceed \$20,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-37 with American Language Services.

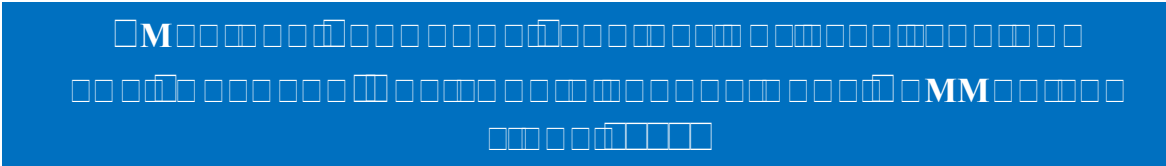
ADDITIONAL MATERIALS:

Attached: [Agreement #23-37, American Language Services \(12 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



AML-Global AMERICAN LANGUAGE SERVICES

Making The World Smaller



ISO Certified – 9001 & 13485

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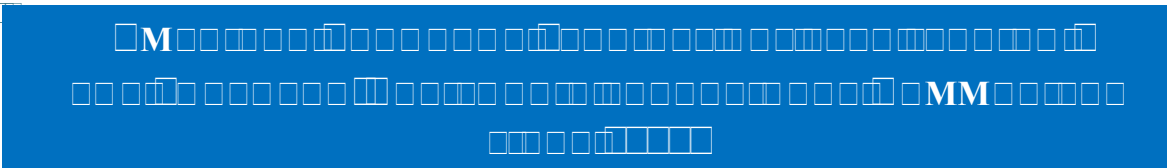
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ISO Certified – 9001 & 13485

1.0 Introduction

- The purpose of this document is to provide a clear understanding of the scope and objectives of the ISO 9001 and ISO 13485 certification process.
- This document is intended for the use of the management and staff of the organization.
- 2.0 Scope of the Certification
- The certification covers the design and development, production, and distribution of the organization's products.
- The certification is valid for a period of 3 years, with annual surveillance audits.
- The organization is committed to maintaining the highest standards of quality and safety.
- The certification is a testament to the organization's commitment to excellence and customer satisfaction.
- The certification is a key factor in the organization's success and growth.

2.0 Scope of the Certification

- The certification covers the design and development, production, and distribution of the organization's products.
- The certification is valid for a period of 3 years, with annual surveillance audits.
- The organization is committed to maintaining the highest standards of quality and safety.
- The certification is a testament to the organization's commitment to excellence and customer satisfaction.
- The certification is a key factor in the organization's success and growth.

3.0 Certification Process

- The certification process involves a thorough review of the organization's quality management system (QMS) and compliance with the requirements of ISO 9001 and ISO 13485.
- The certification is granted to the organization upon successful completion of the audit process.
- The organization is required to maintain the highest standards of quality and safety throughout the certification period.

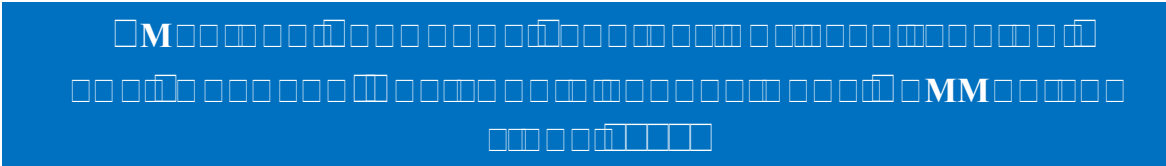
4.0 Quality Management System (QMS)

- The QMS is designed to ensure the consistent production of products that meet customer requirements and regulatory standards.
- The QMS includes processes for design and development, production, and distribution.
- The QMS is continuously improved through regular audits and management review.

5.0 Conclusion

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ISO Certified – 9001 & 13485

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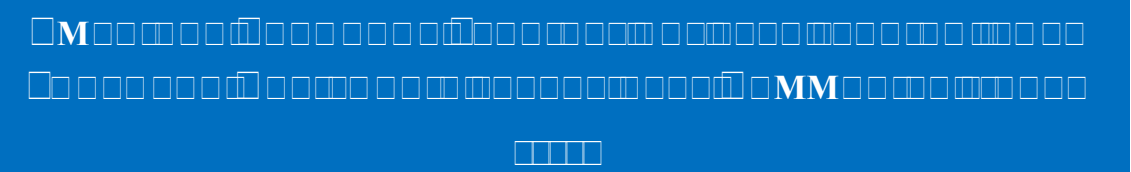
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LANGUAGE	PRICE PER WORD
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Arabic	0.0001
Chinese	0.0001
Dutch	0.0002
English	0.0002
French	0.0001
German	0.0001
Hebrew	0.0007
Italian	0.0001
Japanese	0.0007
Korean	0.0007
Portuguese	0.0002
Russian	0.0001
Spanish	0.0001
Tamil	0.0013
Thai	0.0002
Vietnamese	0.0001

Arabic Chinese Dutch English French German Hebrew Italian Japanese Korean Portuguese Russian Spanish Tamil Thai Vietnamese

- Arabic Chinese Dutch English French German Hebrew Italian Japanese Korean Portuguese Russian Spanish Tamil Thai Vietnamese
- Arabic Chinese Dutch English French German Hebrew Italian Japanese Korean Portuguese Russian Spanish Tamil Thai Vietnamese
- Arabic Chinese Dutch English French German Hebrew Italian Japanese Korean Portuguese Russian Spanish Tamil Thai Vietnamese
- Arabic Chinese Dutch English French German Hebrew Italian Japanese Korean Portuguese Russian Spanish Tamil Thai Vietnamese
- Arabic Chinese Dutch English French German Hebrew Italian Japanese Korean Portuguese Russian Spanish Tamil Thai Vietnamese
- Arabic Chinese Dutch English French German Hebrew Italian Japanese Korean Portuguese Russian Spanish Tamil Thai Vietnamese



ISO Certified – 9001 & 13485

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Item Description	Price	Quantity
...	345	15
...	360	20
...	435	...
...	435	...
...	495	...
...	495	...
...	495	...
...	540	10
...	450	10
...	495	...
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Table with 3 columns: Description, Price, and Quantity.

...	310	1
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Table with 3 columns: Description, Price, and Quantity.

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- After 15 minutes times are billed per hour
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-38 – Curriculum Associates, LLC (DeGenna/Ruvalcaba)

Curriculum Associates, LLC will provide a total of three-hours virtual training on “Ellevation” for up to 30 participants during the 2023-2024 fiscal year.

Term of Agreement: September 1, 2023 through August 31, 2024

FISCAL IMPACT:

\$2,000.00 – Title III

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-38 with Curriculum Associates, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-38, Curriculum Associates, LLC \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

Curriculum Associates, LLC Order Form - Q-39880

This Order Form is being entered into between Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") and the Customer Name identified as "Customer" below, pursuant to the parties' Master Services Agreement dated 9/1/2023 ("MSA"). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

<p>Company: Curriculum Associates, LLC Representative: Keith Purcaro Email: keith.purcaro@ellevationeducation.com Phone: 617-307-5755 Address: 153 Rangeway Road, North Billerica, MA 01862</p>	<p>Customer: Oxnard School District, CA Contact Name: Teresa Ruvalcaba Email: truvalcaba@oxnardsd.org Phone: Address: Educational Service Center 1051 South A Street, Oxnard, CA 93030</p>
Start Date: 9/1/2023	End Date: 8/31/2024

Subscription Fees

Subscription Total:	\$0.00
----------------------------	---------------

Services Fees

Product	Quantity	Unit Price	Training Product	Total Fees
Online Training - 3 Hr (Platform)	1	\$2,000.00	Ellevation	\$2,000.00
Services Total:				\$2,000.00

Total Investment - Q-39880

Grand Total:	\$2,000.00
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Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Curriculum Associates, LLC

By (Signature): _____
Name (Print): _____
Title: _____
Date: _____

Oxnard School District, CA

By (Signature): _____
Name (Print): Lisa A. Franz
Title: Director, Purchasing
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2023

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Marisa Coppola O'Malley PHONE (A/C. No. Ext): 781-309-9482 E-MAIL ADDRESS: MCoppolaOMalley@easterninsurance.com	FAX (A/C. No.): 781-586-7763
	INSURER(S) AFFORDING COVERAGE	
INSURED Curriculum Associates LLC 153 Rangeway Road North Billerica MA 01862	INSURER A: Hartford Fire Insurance Co	NAIC # 19682
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: Hartford Casualty Ins Co	29424
	INSURER D: Westchester Surplus Lines Insurance Co	10172
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 771558645

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestat <input checked="" type="checkbox"/> \$1M Occ/\$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08UUNBA6769	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08UENBA7382	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08XHUBA6907	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WBAE7J6L	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability & Cyber Liability			F15306580004	1/1/2023	1/1/2024	Each Claim/Agg Prof/Cyber Deductible \$5,000,000 \$250,000/\$250,000

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

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 South A Street
 Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-39 with Ventura County Office of Education - Ground Lease for Carl Dwire Jr. School (DeGenna/Valdes)

This agreement establishes the terms between the Oxnard School District and Ventura County Office of Education for the Ground Lease at Carl Dwire Jr. School.

Term of the Ground Lease: September 14, 2023 to September 30, 2026

FISCAL IMPACT:

\$2,500.00 per year paid to Oxnard School District by Ventura County Office of Education

RECOMMENDATION:

It is the recommendation of the Director of Early Childhood Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-39 with Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-39, Ventura County Office of Education \(12 Pages\)](#)

Agreement #23-39

CLATSOP COUNTY

and

CLATSOP COUNTY OFFICE OF EDUCATION

THE STATE OF OREGON

FOR THE PURPOSES OF THE CLATSOP COUNTY

This Lease of Property and the Lease is hereby made and entered into this 4th day of September 2023, effective hereby and between CLATSOP COUNTY CLATSOP PUBLIC SCHOOL DISTRICT in the County of Clatsop and the District of Clatsop County Office of Education, Oregon.

SECTION

The EA of the District is hereby located 50 in Marion Avenue City of Astoria in the County of Clatsop and the District is hereby described in Exhibit A the school site or Facility.

The EA of the Lessee is in need of space to operate its Program as set forth in Section below.

The EA of the District is hereby for the need of the school site.

Notwithstanding to the premises and covenants and conditions contained herein the parties agree as follows:

Article I - Premises

Section 1.1 Premises

The leased real property and the subject of this lease consists of approximately 787 acres located on the school site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this lease. The Lessee shall be entitled to maintain the Facility on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required permits, approvals and authorizations related to the installation of Facility improvements including but not limited to approval from the Clatsop Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval. The District shall not be unreasonably withheld.

Section 1.2 Easement

The District reserves the right to use the site in the same and the site is not burdened by any easements or restrictions which would interfere with the use of the site for the purpose of this Agreement. The parties acknowledge that the Premises shall continue to be held by the District throughout the term of this lease.

□

Section 1.1 Relocation of Premises

As the owner of the Facility the Lessee reserves the right to relocate the Facility. It is sole
exercise of the Lessee's sole discretion to relocate the Facility. Relocation shall be conducted in a
manner acceptable to the District. The District shall cooperate so as to minimize disruption to the
operation of the District's elementary school operations on the school site.

Article II - Use of Premises

Section 2.1 Permissible Uses

The Lessee shall use the Premises to house and operate Carl Albert Career-Technical Program
for no other purpose unless mutually agreed to by the parties.

Section 2.2 Quieting

The Lessee covenants and warrants that the District or any other person shall not make any
reparation or arrangement as to the quiet enjoyment of the Premises for the conduct of the Lessee's Program.

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

The Lessee shall operate the Premises and shall control the Premises to all in a safe and
disruptive or otherwise manner to the occupants of the Premises or the school site.

Section 3.2 Maintenance

The Lessee shall maintain the Premises in a safe condition in accordance with all laws, rules,
and regulations applicable to the use of the Premises by the Lessee or the District. The Lessee's
standard is higher.

Section 3.3 Utilities

During the lease term the Lessee shall provide maintenance and pay for all utilities services
the Premises including but not limited to gas, water, electricity, sewer, telephone and trash
collection.

The Lessee pays for other utilities and other services.

Section 3.4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the
Premises including but not limited to electrical systems, the Facility, and the Facility's
equipment.

The Lessee provides lead abatement around the Facility.

□

Section 5 Equipment

The Lessee shall be responsible for providing any personal property including equipment and utilities required for the operation of the Facility.

Section 6 Disrepair/Noises/Accessibility

The Disrepair shall cause no obligation whatsoever for costs incurred in the operation maintenance and repair of the Facility.

Section 7 Alterations

The Lessee shall commence any material alterations to the Premises in the prior written consent of the Lessor.

Article IV – Term and Rent

Section 4 Initial Extended Term

The extended term of this lease shall be three (3) years commencing on **September 14, 2023 (the "Commencement Date") and ending September 30, 2026** unless terminated sooner under any provision of this Agreement (the "Term").

Section 4 Extensions

Upon the completion of this term of this lease the parties may agree to an extension of the term. The parties agree to negotiate in good faith mutually agreeable terms and conditions for such an extension prior to the expiration of the initial term. The Lessee notifies the Lessor of its intent to extend the term of this lease in its sole discretion. The Lessee shall provide the Lessor with a written notice of its election to do so.

Section 4 Early Termination

Either party may terminate this lease for convenience upon one hundred (100) days written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event of a change in ownership of the Program ceases.

Section 4 Rent

During the term of this Lease the Lessee shall pay to Lessor a monthly fee of \$500.00. The fee is due upon Commencement of the term. The parties agree to adjust the rent periodically based on the Consumer Price Index (CPI). The CPI for March 2022 is 744.800. The CPI for March 2023 is 744.800. The Lessee shall contribute its proportionate share of the operating expenses of the Facility. The Lessee shall pay a monthly fee of \$744.80 per year.

Article V - Insurance

Section 5 Insurance

Lessee and its trustee or recordable and certificate of title is a public and self-insured entity. Each party participates in the Security Council's pool of funds. Authority of CFA and therefore collectively self-insure for their liability and property coverage under the CFA self-insurance programs.

Article VI - Indemnification

Section 6 Indemnification

Lessee and its trustee or recordable in the CFA and therefore collectively indemnify and defend each other for their liability and property coverage under the CFA self-insurance.

Article VII - Assignments

Section 7 Assignment or Assumption

The Lessee shall not subcontract or assign any of its rights or duties hereunder to anyone or its representative prior to the closing of the district.

Section 7 Third Party Use

The Lessee shall not allow any other person or entity to use the Premises in any way prior to the closing of the district.

Article VIII - Breach and Termination

Section 8 Breach and Termination

If the entirety of material breach or default is cured by either party or other party may terminate this lease and be free of further obligations hereunder. If the cure of the breach or default is not cured within 45 days after the breach or default is received, notice of the default or breach provided to the other party, the cure of the default or breach is not cured within 45 days are reasonably required for its cure. The party commences such cure within the 45-day period and thereafter diligently prosecutes such cure to completion. Any notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to and not a limitation on any other rights or remedies available to the district or the Lessee.

Section 8 Termination for Cause

Either party may terminate this lease for Cause. Cause shall include the following:

- i. The Lessee is delinquent in its payments.
- ii. The Lessee makes a default in its obligations to the beneficiaries creditors.

- iii) A receiver is appointed on account of the Lessee's insolvency;
- ii) The Lessee has made any material misrepresentation or any fraud in or in respect of any information or data furnished to the District's collection in the site;
- iii) The Districts made any material misrepresentation or any fraud in or in respect of any information or data furnished to the Lessee in connection with the site;
- iv) Any hazardous material is discovered on site and the Lessee fails to take actions as is required under this Agreement;
- v) The Lessee ceases to use the Premises for the use specified herein or in any 30-day consecutive days or more;

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District's employees to the Premises for emergency repairs. The Lessee shall permit the District's employees to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities or to inspect or to take possession or other actions or repairs. The District's authorized employees and representatives shall have the right throughout the term of this lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

30 or before the expiration of this lease or thirty (30) days after any earlier termination of this lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 10.2 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

30 or before the expiration of this lease or thirty (30) days after any earlier termination of this lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not fixed to the Premises in its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the acoustical treatment of the Premises caused by removal of the Lessee's Facility and/or Personal Property and restore the acoustical treatment of the Premises to good condition less reasonable wear and tear.

Article XI - Independent Contractor

Section Indemnification

Order to circumstances shall this lease be construed as an agreement of the parties to the lease or employment between the district and the lessee.

Section No Authority

Each party acknowledges and agrees that neither party will induce the performance or impression of any liability to bid or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit B**.

Section District’s Representations

To the best of the District’s knowledge, both the pool site and the Premises are in compliance with all applicable Environmental Laws.

Neither the District nor, to the District’s knowledge, any predecessor in interest to the district has received any written notice of violation issued pursuant to any Environmental Laws in respect to the pool site or the Premises or the land to be occupied by the Facility.

Section Hazardous Materials

The district and the lessee agree to not cause or permit any Hazardous Materials to be placed upon the pool site, Premises or in the Facility except as permitted by law.

Article XII - Miscellaneous

Section Amendments

No interpretation or modification of any of the provisions of this Agreement shall be binding upon either the district or the lessee unless the same shall be in writing and signed by both the district and the lessee.

Section Time of Essence

Time is of the essence in this lease and each and all of its provisions.

Section Notices

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the district or the lessee, the case may be by personal delivery or

□

registered mail or overnight delivery service in a copy sent by fax or regular mail to the respective addresses listed below or such other address as such party may provide in accordance with the provisions herein. Any change in the addresses listed herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

To the Lessee:

Deer Creek County Office of Education
5000 Adolph Road
Camarillo CA 93003
Attn: Chris Clifton, Executive Director

To the Lessor:

Woodland School District
Business & Fiscal Services
10500 "A" Street
Woodland CA 95694
Attn: Chris Anderson

Any notice given by certified or registered mail shall be effective five (5) days after deposit of the mailed copies. Any notice sent by overnight delivery service shall be effective the business day following delivery hereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 4 Force Majeure

Any party shall be delayed or prevented from the performance of any act required by this lease by reasons of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials or equipment beyond the reasonable control of the party obligated, financial inability, excepted performance of such acts shall be excused for the period of the delay and the period for the performance of any such acts shall be extended for a period equal to the period of such delay.

Section 5 Entire Agreement

This Agreement including any exhibits hereof constitutes the entire agreement between the parties in respect to the use of the site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as to the Commencement Date. Any agreement not expressly set forth in this lease shall be null and void.

Section 6 Severability

Any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction. If any provision or order or decree of a court becomes invalid or unenforceable, the terms, provisions, covenants and conditions of this lease shall be amended hereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 7 Interim

This Agreement shall be construed in accordance with the law of the State of California excluding its choice of law rules and both parties agree to waive for any dispute arising under this Agreement the right to litigate in California.

Section 8 Waiver

The covenants shall only apply to this file lease constitute or be construed to be a waiver or any breach of covenants or conditions of this file lease or any default which may exist to the extent that the party shall be liable for any breach or default which shall in no way impair or prejudice any right or remedy available to the nonbreaching party in respect to such breach or default made by any party or the breach by any other party of any of the provisions of this file lease shall constitute a continuing waiver or a waiver of any subsequent breach either on the same or on another provision of this file lease.

Section 9 Entirety

The entire contents of the sections of this file lease are merely for the convenience of the parties.

Section 10 Counterparts

This file lease may be signed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same file lease.

Section 11 Successors and Assigns

This file lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 12 Surrender of Lease

The voluntary or other surrender of this file lease by the lessee or mutual cancellation hereof shall constitute a full and complete termination of all or any existing subleases or other leases of the premises or all such subleases.

Section 13 Financial and Personal Disclosure

Prior to entering or continuing in any by its employees, volunteers, agents and contractors of the school for the purposes specified in this file lease the lessee shall be responsible for ensuring compliance with all applicable financial and criminal background investigation requirements described in California Education Code sections 4505 and 4505 which may be made under the financial provisions of the California Code of Regulations and applicable provisions of the California Family Code relating to family license and Family Code sections 500 et seq.

Section 4 No Discrimination

The Lessee and the District shall not discriminate lease use occupancy or employment on the Premises for any portion thereof on the basis of sexual orientation gender marital status race color religion creed or any other characteristic or characteristics of any person

Section 5 Cooperation in Other Occupancies of Property

It is understood and recognized by the Lessee that the District office on the Premises is or may be used by other parties including the District and Lessee shall cooperate in the other parties in reasonable manner in connection with such matters as use of the portion areas playgrounds public or common resources custodial services and security issues

Section 6 Attorneys Fees

In case suits should be brought or recovery of the Premises or for any sum due thereunder or because of any default may arise out of the possession of the Premises by either party the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees

Section 7 Auditory

Each person executing this lease or behalf of any party here to represent and warrants that he is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement to bind such party in respect to all of its obligations hereunder

Section 8 Licenses and Permits

Lessee shall conform with all federal state county and local rules and regulations including utility and professional licenses and certification laws and shall see to it that all licenses permits and certificates as are required for the duration of this Agreement Lessee shall further comply with all laws applicable to sales and tours of employment occupancy safety and fire safety and sanitation

In the performance of this Agreement Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations all applicable laws and regulations of the State of California and all administrative regulations rules and policies adopted hereunder as each and all may now exist or be hereafter amended or changed and Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget Circulars applicable to form of entity by the Lessee in its business

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

By: _____

By: _____

Chris Anderson

Name: Chris Cliffe

Director Purchasing

Title: Executive Director

Telephone: 805 851 501

Telephone: 805 833 0000

Fax: 805 851 507

Contractor Board trustee Approval

EXHIBIT A

LEGAL DESCRIPTION OF CARL DWIRE JR SCHOOL SITE
3150 VIA MARINA AVENUE, CITY OF OXNARD, COUNTY OF VENTURA,
STATE OF CALIFORNIA

DESCRIPTION OF PREMISES

Parcel

Portion of lots 7 and 77 of Persero Subdivision in the City of Oxnard County of Ventura California is shown on map recorded in Book 8 Page of Miscellaneous Record Maps in the office of the County Clerk of said County described as follows:

The portion of the boundary line of No. 8 is per map recorded in Book 4 Page 5 Miscellaneous Records of said County distance East 8 feet to the centerline of a 10.00 foot wide as shown on said Map; thence south 0°26'57" East 30.00 feet to the E P N F E N N N for this description the line parallel measured 0.00 feet to the south line of No. 8

1: East 8 feet to the beginning of the curve of the southerly arc of a radius of 470.00 feet

2: Southwesterly along said curve through a central angle of 19°50'51" arc distance of 8 feet to the beginning of the reverse curve of the southerly arc of a radius of 500.00 feet

3: Southwesterly along said curve through a central angle of 10°37'06", an arc distant of 98.22 feet to the corner of No. 8 is per map recorded in Book 7 Page Miscellaneous Records of said County the easterly line of said lot is southerly

4: South 0°00'52" East 196.37 feet; thence leaving said westerly line

5: North 88°34'47" West 339.59 feet; thence

6: North 0°26'57" West 240.50 feet to the true point of beginning.

Containing 787 acres

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-40, CAFE Project 2Inspire (DeGenna/Ruvalcaba)

The CAFE Project 2Inspire Program will teach Parent Leadership classes by a CAFE trained parent specialist during the 2023-2024 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, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$35,000.00 – Title III

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-40 with CAFE Project 2Inspire.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-40, CAFE Project 2INSPIRE \(5 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



MEMORANDUM of UNDERSTANDING (MOU)

Between **Oxnard School District** and
California Association for Bilingual Education (CABE)
for **2023-2024**

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 **three (3) hybrid cohorts of Project 2INSPIRE's Mastery Levels and one year of Licensing fees of CABE's 2023-24 Awareness Curriculum, for a total cost of \$30,000 including a total of six (6) in-person** sessions which are also outlined in the scope of work Appendix A.

Responsibilities of Oxnard School District

- To schedule the Project 2INSPIRE (P2I) sessions in collaboration with CABE.
- To notify CABE Project Coordinator, Ms. Maria Valencia via email at mvalencia@gocabe.org of date/time changes for the parent leadership sessions in a timely manner:
 - Once **Oxnard SD** and CABE have mutually agreed upon the date/time for the P2I, CABE Parent Specialist assigned must be notified of any changes in date/time at least ten (10) business days prior to the originally scheduled day and time of the sessions.
 - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the session, **Oxnard SD** will be liable for any additional consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the sessions at no cost to CABE;
- To provide the audiovisual equipment for the presentations, requested by CABE in advance.
- To provide technical support during the delivery of **hybrid** Project 2INSPIRE sessions, if using a district/site sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To print and provide all graduating participants a copy of their certificate.
- Provide administrative support to CABE Facilitator when necessary; and
- Limit the number of participants to a maximum of 40.
- Participants are defined as those who attend, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support.

- If the number of participants exceeds 40, CAFE must be notified at least 2 weeks in advance. An additional Parent Specialist may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.
- If the site exceeds 40 participants, the cost per participant beyond 40 will be (\$175 each and added to the total cost of the MOU).
- If the site has the sessions in a **hybrid format**, the site will provide staff support to ensure the facilitators are connected on a screen and projected.
- Supervising staff person to meet quarterly with CAFE Coaching and Mentoring Lead to review progress.

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.
- Provide a PDF version of certificate for site to print and distribute; and
- Provide a graduation celebration for all that complete full course content in person or virtually.
- Provide copy of Awareness curriculum electronically.
- Provide ongoing support in the form of quarterly coaching meetings for problem-solving and feedback for trained (**Oxnard SD**) presenters.
- Meet quarterly with (**Oxnard SD**) supervisor staff person to review progress.

Virtual/Hybrid Delivery

- If in-person professional development is not an option due to the Covid-19 pandemic or any other reason beyond CAFE's control, CAFE will coordinate with **Oxnard SD** to provide Professional Development through a **virtual/hybrid platform** and an electric copy (via Google link) of CAFE's Licensed Awareness curriculum 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. The district is responsible for providing technical support to CAFE facilitator for **hybrid** training, managing, setting up, and monitoring the session.
- Only CAFE may record the training 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. This could be subject to removal from the class.

Budgeting

At contract signing, a ***PO must be submitted*** to CABA Project 2INSPIRE Contract Coordinator Ms. Maria Valencia via email mvalencia@gocabe.org

CABA Project 2INSPIRE Contract Coordinator will invoice **Oxnard SD** once all services have been completed and/or all remaining services scheduled through June 30th of the same fiscal year.

Intellectual Property

CABA retains all intellectual property rights to the content of the Project 2INSPIRE presentations.

CABA retains the right to record virtual and in-person Project 2INSPIRE sessions for internal quality control purposes. Only CABA may record its presentations and any recordings are the sole property of CABA.

Insurance

CABA shall provide **Oxnard SD** 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. CABA will provide evidence of Workers' Compensation insurance coverage for all CABA Parent Specialist upon request.

Indemnification

- A. Insofar as permitted by law, **Oxnard SD** shall assume the defense and hold harmless CABA 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, CABA 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 CABA its officers, agents, or employees.
- C. It is the intent of **Oxnard SD**- and CABA 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 CABA 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 CABA further agree to cooperate in defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this agreement.

Termination

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the District, the District will be responsible for costs incurred up to

the date of termination. If in-person sessions are not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CABE will provide the Project 2INSPIRE sessions through a virtual platform, with modifications as needed, or the parties will reschedule the sessions to a mutually agreeable date.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: **Oxnard SD**

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

To: CABE

California Association for Bilingual Education
20888 Amar Road
Walnut, CA 91789

Integration

This MOU represents the entire and integrate agreement between **Oxnard SD** and CABE 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 CABE.

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 CABE have executed this MOU as of the date first above written.

Lisa A. Franz, Director, Purchasing

**Oxnard SD-
1051 South A. St.
Oxnard, CA 93030
(805) 385-1501**

Jan Coreia, CABE CEO
California Association for Bilingual
20888 Amar Road
Walnut, CA 91789
(626) 814-4441

Date: _____

Date: 5/16/23

EXHIBIT A SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide **Hybrid** training workshops, on topics from the California Association for Bilingual Education's (CABE's) **Project 2INSPIRE Parent Leadership Development Program (P2i). 3-Mastery Level Cohorts (12) 2 to 3-hour training workshops (2-Spanish and 1-English) including 6 total in-person sessions for \$25,500 and a one-year licensing fee for \$4,500** to use CABE's Awareness Level Curriculum for a total of **\$30,000** during the **2023-2024 school year**.

II. CONTRACT MONITORS:

The Contractor assigns **Ms. Maria Valencia** at mvalencia@gocabe.org as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

III. TASKS TO BE ACCOMPLISHED:

A. CABE Parent Specialist will provide:

1. **3-Cohorts (2-Spanish and 1-English) of 12 sessions each, 2-3-hour training workshops on topics from CABE's P2i Mastery Level. Including three in-person training workshops per Spanish cohort** during the **2023-2024 school year** with **Oxnard SD** held in a **hybrid format through ZOOM**. Training dates TBD.
2. **1-Licensing Fee. CABE will provide an electronic copy (via Google link) of the Awareness level curriculum** during the **2023-2024 school year**. Project 2INSPIRE Certified Parents will conduct workshops using the Project 2-INSPIRE/CABE Level 1 "Awareness" Curriculum. These sessions will be scheduled per a timeline approved by District Representative. Project 2INSPIRE Certified Parents will work with the contact district to ensure that all activities are completed and conducted in the best possible manner. This district site person will provide all relevant information so that the program is carried out as designed to ensure positive outcomes for parents, students, and the school community.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard Suite 100 Glendale CA 91203 License#: 0D69293 CALIASS-06	CONTACT NAME: Brenda Aldape PHONE (A/C, No, Ext): 818-539-8602 FAX (A/C, No): 818-539-8702 E-MAIL ADDRESS: Brenda_Aldape@ajg.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789														

COVERAGES **CERTIFICATE NUMBER:** 2019159111 **REVISION NUMBER:**

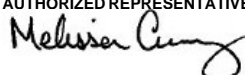
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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		PHPK2493482	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2493482	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$ 100/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB842441	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2493482	12/1/2022	12/1/2023	Per Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Policy: Sexual/Physical Abuse or Molestation Liability
 Policy#: PHPK2493482
 Carrier: Philadelphia Indemnity Insurance Company
 Policy Term: 12/1/2022 To 12/1/2023
 Per Claim: \$1,000,000 / Aggregate: \$1,000,000

Policy: Property
 See Attached...

CERTIFICATE HOLDER **CANCELLATION**

Oxnard School District 1051 South A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy#: PHPK2493482
 Carrier: Philadelphia Indemnity Insurance Company
 Policy Term: 12/1/2022 To 12/1/2023
 Location: 1199 North Grand Ave., Walnut, CA 91789-1341
 Building, Replacement Cost: \$4,302,605; Deductible: \$2,500
 Business Personal Property, Replacement Cost: \$100,000; Deductible: \$2,500
 Building Improvements and Betterments, Replacement Cost: \$150,000; Deductible: \$2,500

Re: Project 2INSPIRE Parent Leadership Development Program (P2i). 3-Mastery Level Cohorts (12) 2 to 3-hour training workshops (2-Spanish and 1-English) | Project 2INSPIRE Parent Leadership Development Program (P2i). 2-Expert (1-Spanish and 1-English) Level Cohorts (16) 2-3-hour training workshops | Cover dates from July 1st 2023 through June 30th 2024 |
 Oxnard School District 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 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-41 – Ventura County Office of Education (DeGenna/Ruvalcaba)

Ventura County Office of Education, Migrant Education Program, Region 17, will reimburse Oxnard School District upon receipt of an invoice with relevant receipts, for any supplementary services (transportation and custodial) with prior written approval by Region 17, provided by the district for eligible migrant education program students and/or eligible migrant education program parents/guardians. Reimbursement for costs specific to transportation and custodial supplementary services only provided to eligible migrant education students is not to exceed \$18,000.00 for both summer School Migrant Program and the Regular School Year Migrant Program.

Term of the Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

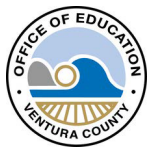
\$18,000.00 in reimbursement to the Oxnard School District by the Ventura County Office of Education, Migrant Education Program

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-41 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-41, Ventura County Office of Education \(3 Pages\)](#)
[MEP Planning Document \(1 Page\)](#)



OSD AGREEMENT #23-41

INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into _____ by and between _____ (Date)

_____ (hereinafter referred to as “Local Educational Agency” or “LEA”) and _____ (District or Charter School)

Ventura County Office of Education (hereinafter referred to as “VCOE”). VCOE and LEA may be referred to herein individually as a “Party” and collectively as the “Parties.”

LEA

Contact Name

Street Address

Contact Telephone Number

City, State, Zip code

Contact E-mail Address

Services. Services will be provided as described on the “Statement of Work” (the “Work” or “Service”) attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers’ Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

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VCOE Executive Director Internal Business Services	VCOE Signature	Date
--	----------------	------

Local Educational Agency Approval

LEA Business Office Administrator	Signature	Date
-----------------------------------	-----------	------

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on _____ and terminate on _____. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Compensation or Cost for Services	\$ _____
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

WORK SCHEDULE (if applicable):



Oxnard Elementary
(K-8)

MEP Resources/Services:

- School Readiness Program (P3-P5)
- Summer School Program (k-8)
- Saturday School Program (K-8)
- Speech & Debate (MS)
- Health Referrals
- Family Conference
- Math/Health Workshops
- Home, School & Community Link
- Parent Advisory Committees (PAC)
- Regional (PAC)
- State (PAC)

Grade Level	Current Enrollment 2022-23 MAY
P3	11
P4	24
P5	12
K	59
1	36
2	6
3	31
4	44
5	35
6	43
7	35
8	41
Total	462

Office: 805-437-1520

- Recruiter: Dolores Mata, dmata@vcoe.org
- Recruiter: Marilu Isais, misais@vcoe.org
- Family & Community Liaison: Roberto Barrientos, rbarrientos@vcoe.org
- Fiscal: Sonia Magaña, smagana@vcoe.org

2023 Summer School Program (K-8), Monday – Friday:

- 120 minutes/day in each (ELA & MATH), Total 20 Sessions
- Focus: ELA, ELD, Math, Cultural Componente
- Curriculum:
- Pre & Post Assessment

Proposed Summer MEP Program:

- Site: TBD, (K- 8)
- Grade Level Spans: (K-1), (2-3),(4-5), (6-8)
- 1st day of Instruction, 7/5/2023
- Last day of Instruction, 8/1/2023
- Instructional Time: 8:30am – 12:30pm (Total 4hrs)
 - Student Arrives @ 8:10am
 - Student Departs @ 12:50pm
- Nutrition Times:
 - Breakfast @ 8:00am
 - Lunch @ 12:30pm

JULY				
Monday	Tuesday	Wednesday	Thursday	Friday
		7/5	7/6	7/7
7/10	7/11	7/12	7/13	7/14
7/15	7/16	7/17	7/18	7/19
7/24	7/25	7/26	7/27	7/28
7/31				
AUGUST				
	8/1			

2023 Summer School Program (K-8):

- Workday and hourly pay
- 3 Instructional Aides – each (5hrs. @ \$25/hr.)
-4hrs. of instruction 1hr. of prep
 - 3 Teacher – each (5hrs. @ \$50/hr.)
-4hrs. of instruction 1hr. of prep
 - 1 Lead Aide - 6hrs. @ \$30/hr.
-4hrs. of instruction 2hrs. of prep
 - 1 Lead Teacher - 7hrs. @ \$55/hr.
-4hrs. of instruction 3hrs. of prep

Important Dates:

- Job Posting on Ed join, 5/19
- Applications Close, 5/26
- Screen Applications, 5/31
- Hiring Process, June 2023
- Staff Professional Development: TBD
- Staff Onsite Prep Meeting: TBD
-Meeting with Teacher in charge:
-Classroom Prep:
- Student Registration, May 2023
-
- MOU: Transportation/custodial coordinated by school district reimbursed by VCOE
- Nutrition coordinated by school district

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-42 – Ventura County Office of Education (DeGenna/Thomas)

Ventura County Office of Education will provide library support services to the Oxnard School District, pursuant to Section 18100 of the California Ed. Code. Support will be provided in implementing State Standards and aligning individual school site library services with the California Model School Library Standards. Assistance will be provided in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code. Up to 6 days of professional development will be provided to school site Library/Media Techs from August 1, 2023 to June 30, 2024. Also included in the cost are up to four (4) additional days for planning and procedure development. This item is reflected in LCAP Goal 1.17.

FISCAL IMPACT:

\$8,800.00 – Title 1

(\$5,280 base contract plus up to four (4) additional days at \$880.00 per day)

RECOMMENDATION:

It is recommended by the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-42 with Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-42, Ventura County Office of Education \(4 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 05/10/2023 by and between
(Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and
(District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA 93030
City, State, Zip code

Anna Thomas
Contact Name
(805) 385-1501 ext. 2302
Contact Telephone Number
athomas@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injuror damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused byor result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.


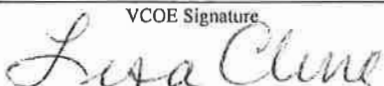
- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Lisa Brown		5-10-23
VCOE Department Administrator	VCOE Signature	Date
Lisa Cline		5-11-23
VCOE Executive Director Internal Business Services	VCOE Signature	Date

Local Educational Agency Approval

Lisa A. Franz		
LEA Business Office Administrator	Signature	Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 08/01/2023 and terminate on 06/30/2024. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Compensation or Cost for Services	\$ <u>5,280.00</u>
Other Ancillary Cost or fees, as applicable	\$ <u>n/a</u>
Total not to Exceed	\$ <u>5,280.00</u>

DESCRIPTION OF WORK (required):

See attached SCOPE OF WORK

WORK SCHEDULE (if applicable):

-Provide up to 6 days of library support services on a date to be mutually determined for the 2023-2024 school year
-Provide up to 4 additional days of work on policy and procedure on a date to be mutually determined for the 2023-2024 school year

**OXNARD SCHOOL DISTRICT FOR
K-8 LIBRARY SUPPORT SERVICES
SCOPE OF WORK**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Coordinator-Library, Media, Reading, and Literacy in providing **Oxnard School District**, hereafter called “the District”, in supporting staff and students by providing regular and effective library support services as follows:

1. Serve as the “Librarian of Record” as stipulated in the California Education Code, sections 18100-18103, 18120, and 44868 to the school site of Oxnard School District.
2. Provide support in implementing State Standards and aligning individual school site library services with the California Model School Library Standards to include the following:
 - a. Provide direct support in the selection and cataloging of library materials to correlate with site needs and support standards-based curriculum
 - b. Provide professional development and training for library staff regarding library materials use, organization, programming, collection development, and standard library procedure and use
 - c. Provide professional development training for library staff to support efforts to integrate information literacy and technology skills into all areas of learning
 - d. Assist in site-specific inventory and assessment of library materials, programming, and student/teacher needs
 - e. Provide professional development training for library staff on repair, weeding, and disposal of obsolete materials that conform to approved district policies and procedures to maintain a healthy library collection
 - f. Provide on-site or distance-based (via telephone, virtual meeting, or e-mail) support on an as-needed basis
3. Assist in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code.
4. Perform any or all of the following duties as authorized:
 - a. Instruct students in accessing, evaluating, using and integrating information and resources in the library program
 - b. Plan and coordinate school library programs with the instructional programs of a school district through collaboration with teachers
 - c. Select materials for school and district libraries
 - d. Develop programs for and deliver staff development for school library
5. Assist and support the development of library policy and procedure

This serves as a Memorandum of Understanding and Responsibility Agreement that “**the District**” and the **Ventura County Office of Education** will work together toward promoting effective library services. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing these services for the purpose of this agreement.

1. **Ventura County Office of Education, Instructional Services Support Department, agrees to:**

Serve as Librarian of Record and provide up to 6 days of library support services on a date to be mutually determined for the 2023-2024 school year, provided by VCOE Coordinator-Library, Media, Reading, and Literacy at a rate of \$5,280.00. Up to four days may be added for consultation work on library policy and procedure at the rate of \$880 per day, to be added as needed.
2. **The District agrees to:**
 - a. Pay Ventura County Office of Education \$5,280.00 for library services provided by VCOE Coordinator-Library, Media, Reading, and Literacy.
 - b. Pay Ventura County Office of Education \$880.00 per additional days for work on policy and procedure provided by VCOE Coordinator-Library, Media, Reading, and Literacy.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented until June 30, 2024.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-43 – Read.Write.Think., LLC (DeGenna/Fox)

Renee Houser and Kristi Mraz with Read.Write.Think., LLC will provide professional development during the 2023-2024 school year for the teaching of writing

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$44,000.00 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Executive Director, Teaching & Learning, and the Associate Superintendent, Educational Services that the Board of Trustees approve Agreement #23-43 with Read.Write.Think., LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-43, Read.Write.Think., LLC \(5 Pages\)](#)
[Proposal \(6 Pages\)](#)

2023 Level-up Your Leadership Study



This Services Agreement (this "Agreement"), dated as of Wednesday, June 21, 2023, is by and between Read Write Think, LLC, a CA limited liability company, with offices located at 2020 Delaware Avenue, Santa Monica, CA 90404 ("Service Provider") and Oxnard School District ("Customer" and together with Service Provider, the "Parties", and each a "Party").

WHEREAS Service Provider has the capability and capacity to provide certain ongoing learning services and educator-related consulting services;

WHEREAS Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth; and

WHEREAS the Parties desire to formally document the ongoing relationship between the two parties and replace any informal email exchanges and verbal agreements that may have been made between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide, upon request by Customer, the services identified in the "Statement of Work" attached as Exhibit A (the "Services").

2. Service Provider Obligations. Service Provider shall:

2.1 Designate Renee Houser as the primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement ("Service Provider Contact").

2.2 Utilize, as needed and only with permission of Customer, contractors or employees of Customer to assist in performing the Services. Contractors or employees of Customers shall not be contractors nor employees of Service Provider, nor shall have any right to any Payments under this Agreement.

2.3 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services.

2.4 Require that the Service Provider Contact respond promptly to any reasonable requests from Customer for instructions, information, or approvals required by Service Provider to provide the Services.

2.5 Cooperate with Customer in its performance of the Services.

2.6 Maintain qualifications and if required, licenses and/or certifications, to provide the Services and will maintain such qualifications during the term of this Agreement.

2.7 MAKE NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 2, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

3. Customer Obligations. Customer shall:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contact"), with such designation to remain in force unless and until a successor Customer Contact is appointed.

3.2 Require that the Customer Contact respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.

3.5 Notify Service Provider in writing of any necessary cancellations at least 72 hours in advance of the scheduled service date. Service dates canceled less than 72 hours before the scheduled start of work will be billed as scheduled.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay Service Provider \$44,000; provided, however, that any amounts paid may be increased by written consent of the Customer. Payment to Service Provider of such fees pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Said fee shall be paid within thirty (30) days of receipt of an invoice by the Customer.

4.2 Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed fees when due hereunder and such failure continues for thirty (30) days following written notice thereof.

5. Intellectual Property, Appearance and Release. All intellectual property rights in any proprietary knowledge, templates, worksheets, survey or other deliverables created prior to, or independent of, this Agreement, whether or not used to provide the Services (collectively, "Intellectual Property Rights") shall be owned by Service Provider. Service Provider hereby agrees that Customer has the right to photograph, tape, film, record (audio and/or video), or otherwise create audio-visual materials (the results and products of which are collectively, "Reproductions") which display, duplicate or reproduce performances and appearances in connection with the Services (including, without limitation, photographs and so-called "behind-the-scenes" and "making-of" audio and audio-visual recordings). Service Provider hereby grants to Customer the right to use, embody, and promote Service Provider's name, voice, photograph, likeness, appearance and activities in connection with the Reproductions, and the exclusive right to use, edit, exhibit, reproduce, and distribute the Reproductions. Service Provider hereby irrevocably and perpetually assigns to Customer all rights, title, and interest of any kind or nature (including any and all copyrights therein), throughout the universe, in and to such Reproductions, and further waives any right of inspection or approval of the Reproductions, or any edits, or the means or manners in which the Reproductions may be distributed. Nothing contained herein shall be deemed by Service Provider to assign or grant the right to the Customer to produce derivatives of the Reproductions, sell or further exploit the Reproductions to any future audiences, nor granting to Customer any rights to the

Intellectual Property Rights.

6. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's 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; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

7. Term, Termination, and Survival.

7.1 This Agreement shall commence as of July 1, 2023 and shall continue thereafter until June 30, 2024 unless sooner terminated pursuant to Section 7.2 or Section 7.3.

7.2 Customer may terminate this Agreement upon thirty (30) days' notice granted to the Service Provider.

7.3 The rights and obligations of the Parties set forth in this Section 7 and in Sections 2.6, 5, 6, 8, 16 and 17 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

8. Limitation of Liability.

8.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

10. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

12. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

13. Assignment. Neither Party shall assign, transfer, delegate nor subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations under this Agreement.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of California, United States of America.

18. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

19. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

EXHIBIT A

Oxnard Lead Teacher/Coach Group: Ten (10) full-day sessions with Renee Houser and Kristi Mraz

To indicate your acceptance of the above, sign electronically below.

LISA A. FRANZ, DIRECTOR, PURCHASING

SUE GALLOWAY



2023-2024 Oxnard School District
 Level Up Your Leadership Study
 In partnership with Renee Houser and Kristi Mraz

Oxnard School District:

We are thrilled by the opportunity to do this work with you - building capacity to experience new and sustainable success felt across your community.

OUR VISION FOR YOU

Our vision for the Oxnard School District community is to partner with you to reimagine your learning lives in ways that center your identity, contributions, gifts, and talents and position all members of your community to thrive.

When you create this culture of study, you develop leaders, help students succeed consistently, and bring joy to learning for all with a growth mindset for the professional study and learning process.

WHY IT'S TIME TO DEVELOP A HEALTHY, PROFESSIONAL, LEARNING ENVIRONMENT FOR OXNARD SCHOOL DISTRICT

What happens when a school has a healthy professional learning environment?

- **Teachers become your chief learners:** When a teacher is excited and engaged in professional learning built for them, they become more reflective, interested, and eager to bring that learning culture to their classrooms; when teacher’s learning evolves, and stays current, they become a powerful model to their students
- **A school’s team thrives when you’re set up well to enjoy professional learning:** In that environment, you build a true team that supports each other, elevates each other in a healthy

way, and creates a *learner* culture felt by all - from students and caregivers, to support staff, and school or district leadership

- **Students succeed:** When a teacher feels confident, your students feel confident - that confidence improves test scores, narrows performance gaps, and helps students thrive academically, emotionally, and culturally

WHO FEELS THIS IMPACT

This year-long course is designed for:

Any members of school sites or district wide leadership cabinets who are interested in growing their understanding of teaching writing through a process approach, building capacity within the Oxnard district, and developing their leadership as part of their personal, professional learning journey. That list includes but is not limited to:

- Literacy coaches
- Instructional coaches
- Assistant principals
- Principals
- Teachers on special assignments (TOSA)
- Lead teachers

HOW THIS WORKS

You will have 10, full school days - or “Sessions” - where you experience our white-glove, VIP Day support with whole group collaboration, and one-on-one coaching with team members from Read Write Think, Renee Houser, and Kristi Mraz.

How we structure each day, or each “Session”:

1. We help you to understand curriculum and shore up your understanding of content and how to teach it;
2. You practice your skills teaching, coaching, and conferring with students - we observe and role-play with you;
3. We give you feedback that’s a blend of: positive and supportive, strategic and tactical, comfortably-uncomfortable, so you can improve and implement this refined approach as soon as the next day
4. We give you the tools and resources needed for you to take back these concepts to the teachers you’re supporting - sharing and growing the learning quickly within your community

Below is listed a sample of topics that will be discussed throughout the year:

- Reimagine mission, vision, values as an entire district
- Identify roadblocks and variables that prevent alignment
- Declutter toxic systems, mindsets, materials, and teaching structures
- Create healthy systems of collaboration, communication, and contribution
- Demystify the role of feedback in healthy communities
- Study opportunities to set up healthy systems of giving and receiving feedback
- Walk and Talk through classrooms to study throughlines of professional study

Each Session is designed to support lead educators in the following areas:

- Identify a personal, professional learning goal in each of the following areas:
 - **The Learner** (reader, **writer**, mathematician, historian, scientists, etc.)
 - **The Lead Learner** (teaching methods such as demonstration teaching, inquiry, etc.)
 - **The Leveled Up Learner** (systems of turnkey, coaching methods, leadership, etc.)
- Participants will spend time examining their own practice first hand as they experience the process of *doing* the work as a writer. Next, they'll be guided through a discussion that will help them to think metacognitively about their own experience, and unpack their own personal learning experiences as the foundation to their teaching by taking their own experiences and connecting them to strategies that are transferable to others (teachers, students). We'll invite participants to place their teaching practices under the microscope of examination and study:
 - efficiency
 - clarity
 - cultural relevance
 - responsiveness
 - effectiveness

Participants are invited to a discussion that studies ways in which we can collectively build capacity at each school site, and throughout the entire district using coaching techniques that we can add to our toolkits for supporting teachers in their professional growth and journey. Our goal is to support the educators of Oxnard in:

- Alignment
- Agreement
- Accountability

Our intention is to engineer a yearlong discussion that invites participants to make micro shifts in their practice that, with time, compound into big changes in ways that all members of the Oxnard community are set up for success.

Sample Session Schedule

9 - 9:30 = Guided Discussion on Leadership (see examples above on p. 1)

9:30 - 10:15 = Literacy Content Discussion

Renee and Kristi will lead a discussion on a topic that has surfaced from the work in the field. They'll invite participants to create a tool of their own to try. We'll go into classrooms to try out our tools. We'll walk classrooms to look for opportunities to support alignment, agreement, and accountability.

Examples of Topics:

- Are we teaching or telling? Steps to support explicit, teaching that transfers
- Differentiated Teaching - you can not plan, but you CAN prepare - supporting teachers in creating their own teaching toolkits
- The role of collaborative conversations for students, teachers, caregivers, and leaders

10:15 - 10:45 = Try it in Classrooms #1

- Participants will be set up to study a teaching technique being modeled
- Participants will set a micro-goal, ask for feedback based on that goal, and then try it!
- Receive feedback, make a goal

10:45 - 11: Debrief Classroom #1 with Collaborative Conversations

- Work together with colleagues from your site to think through action items as a result of the morning discussions and experiences.

11 - 12 = LUNCH

12 - 12:15 = Goal Setting

- A step by step for setting personal, professional learning goals

12:15 - 12:40 = Content Discussion

Example - what do we really mean by differentiated teaching?

12:40 - 1 = Try It in Classrooms #2

1 - 1:20 = Coaching Discussion

Example - support on the go

1:20 - 1:40 = Try It in Classrooms #3

1:40 - 2 = Reflections, Action Items, Next Steps



Oxnard Level Up Your Leadership
2023-2024 Professional Study DRAFT Dates

Session	Date	Location	Focus
1	TBD	TBD	TBD
2	TBD	TBD	TBD
3	TBD	TBD	TBD
4	TBD	TBD	TBD
5	TBD	TBD	TBD
6	TBD	TBD	TBD
7	TBD	TBD	TBD
8	TBD	TBD	TBD
9	TBD	TBD	TBD
10	TBD	TBD	TBD

Cost

10 Sessions = \$44,000

Return on Investment

In the last two decades of our work in supporting the professional study and development of educators locally, nationally, and internationally we have witnessed several trends. Schools that invest three to five years of consistent, well designed study with a clear vision, goals, and support structures communicated, experience an increase in total teacher efficacy both on individual school sites, and

district wide. This empowerment of educators raises up teacher leaders who value daily collaboration and contributions to one another, students, and families they serve.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-44, Frog Environmental (Mitchell/Galvan)

Frog Environmental will perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) of the district's Transportation facility, during the 2023-2024 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 2023-24 Level 2 Technical Report and provision of Storm Water Monitoring services.

Term of Agreement: July 1, 2023 through June 30, 2024

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 #23-44 with Frog Environmental.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-44, Frog Environmental \(5 Pages\)](#)

OSD AGREEMENT #23-44



THIS IS NOT AN INVOICE

965 E Willow Street
Signal Hill California 90755

STATEMENT OF WORK

Billing Address

Oxnard School District

Oxnard School District
1051 South A Street
Oxnard, CA 93030-7442

Estimate #
EST-001269

Facility Address

516 West Wooley Rd
Oxnard, CA 930307442
WDID: 4 561017854

Estimate Date
May 04, 2023

Subject :

2023-2024 Stormwater Year

#	Item & Description	Qty	Rate	Amount
1	<p>IGP Basic Monitoring</p> <ul style="list-style-type: none"> • Provide Monitoring Plan – includes compliance forms, sampling instructions, and pertinent guidance for meeting reporting requirements • Perform facility visual observations, inspections, and site assessments throughout the year – includes comprehensive BMP evaluations, compliance assessments, and electronic report of findings • Records audit of the facility's required permit and monitoring documents • Monitoring Specific Training on performing required observations, form completion, BMP implementation, storm event preparation, sampling, and applicable IGP training as needed • SMARTS management - account setup and administrative support such as uploading plans, sample results*, and required reports • Rain Alerts • Basic SWPPP updates are included for SWPPPs written by Frog <p>*Additional charges may apply if Client chooses to use their own lab and requires assistance for SMARTS uploading.</p> <p>Summary of Service: Annual Training, Monthly Observations (as applicable), BMP recommendations, Annual Comprehensive Facility Compliance Evaluation (Annual Evaluation), Annual Report, SMARTS oversight, Sample Management</p> <p>Billing: The invoicing term is concurrent with the Storm Water Year which is July 1st to June 30th. Invoicing occurs bi-annually on July 1st and January 1st of each year except for sampling, which is invoiced separately. Payment is due upon receipt and applicable terms.</p>	1	2,625.00	2,625.00

TERMS & CONDITIONS

This Statement of Work (SOW) is agreed to in accordance with the Terms and Conditions stated within the Mater Service Agreement (MSA). The SOW and MSA constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings, or agreements relating to the subject matter hereof.



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement"), made on 06 / 07 / 2023 by and between Frog Env Incorporated ("FROG"), having a principal place of business at 965 E Willow Street, Signal Hill, CA 90755 , and Oxnard School District ("CLIENT"), having a principal place of business at 516 West Wooley Rd, Oxnard,CA, 93030-7442 collectively ("BOTH PARTIES") sets forth the terms and conditions under which FROG agrees to provide Services.

- 1. SERVICES.** FROG will provide Services on a "per Statement of Work (SOW)" basis as requested by CLIENT for locations that are in the United States.
- 2. TERM.** The term of this Agreement ("Term") shall commence and be effective upon signature by CLIENT and continue until terminated by either party pursuant to the Termination Clause. Terms of specific service will be outlined in the SOW.
- 3. TERMINATION CLAUSE.** Either party may terminate this Agreement at any time for any reason by giving at least sixty (60) days' notice in writing to the other party. CLIENT shall pay FROG all such unpaid monies within ten (10) days of the Termination Date.
- 4. PAYMENT.** Unless expressly stated otherwise, CLIENT shall pay FROG in full within thirty (30) days of the date of all invoices or be subject to a LATE PAYMENT CHARGE outlined hereunder. All payments must be made in US Dollars.
- 5. LATE PAYMENT CHARGE.** Invoices and balances not paid within the established PAYMENT days will be assessed a 10% late fee that will continue to accrue until paid. All accounts with balances not paid within the established PAYMENT days will be placed on credit hold and all services will be suspended until payment is received. If FROG is forced to institute a collection action, CLIENT agrees to pay FROG's costs and expenses of collection – whether by arbitration, mediation and/or litigation – including all related court costs and reasonable attorney's fees.
- 6. DEFAULT.** If CLIENT fails to pay any amount due hereunder or under any other agreement with FROG, FROG may at its sole option without further obligation to CLIENT, (a) refuse to continue to service the account, (b) furnish Services only on a "COD" basis, or (c) cancel this Agreement upon written notice to CLIENT without liability. FROG shall be under no obligation to furnish any Services during any period of time within which CLIENT does not perform its responsibilities hereunder including, but not limited to, the timely payment of any charges then due FROG and providing FROG service personnel with full access and availability to the locations.
- 7. CREDIT.** Standard credit terms are net 30 days, subject to credit approval. CLIENT hereby authorizes FROG and its lender or funding source the right to obtain and use consumer and/or commercial credit reports on CLIENT, now and from time to time, as necessary in the credit evaluation and review process and waives any right or claim CLIENT would have under the Fair Credit Reporting Act in absence of this continuing consent. This Agreement authorizes FROG and its assignees to report CLIENT's performance of any obligation owed FROG to any consumer/commercial reporting agency or other credit grantor.
- 8. TAXES.** CLIENT shall pay any applicable sales, property and use taxes, related to these Services.
- 9. REFUNDS OR EXCHANGES.** No refunds or exchanges for services performed shall be granted.
- 10. SERVICE FEE.** \$50.00 will be assessed for any returned checks.
- 11. UNSCHEDULED SERVICES.** If an emergency or unscheduled service is requested by CLIENT, additional charges may be assessed, due and payable upon presentation of an invoice by FROG to CLIENT. CLIENT is responsible for and shall pay in a timely way, any fees or charges associated with unscheduled services.
- 12. OWNERSHIP.** Any pre-existing materials are proprietary and remain the property of their respective owner. All reports, analysis, studies, assessments, and any other work product or documentation prepared by or for FROG related to the purpose of this Agreement, solely and specifically for CLIENT, shall remain the sole and exclusive property of CLIENT, except FROG forms and templates which will remain the property of FROG. FROG forms and templates used to complete the scope of work in this Agreement are solely for use by CLIENT for the facility specified in this Agreement, and are not intended for use at other CLIENT locations. Any use of proprietary FROG forms and templates at other CLIENT facilities shall require additional, separate contracts and/or agreements.
- 13. PRICE CHANGES.** Unless otherwise agreed to and properly stated in writing in SOW format, FROG may, at any time and upon its discretion, adjust its pricing for Services upon sixty (60) days prior written notice. In the event that FROG shall increase its basic charges, CLIENT may terminate this Agreement by giving written notice to FROG fifteen (15) days prior to the effective date of the price increase.
- 14. MEDIATION and APPLICABLE LAW.** BOTH PARTIES agree that any disputes shall be submitted to mediation. All items must be fully documented. If the mediation does not result in a mutual settlement within one year from the date submitted, either party has the right to enforce obligations in a court of law. This Agreement shall be governed by the laws of the State of California. Any controversies or claims arising out of this agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in California, County of Los Angeles.

Initials: _____

15. LIMITATION OF LIABILITY. FROG shall not be liable for any direct, indirect, incidental, consequential, exemplary or special damages (including damages for loss of business profits, business interruption, loss of business information or data, or failure to realize savings) regardless of the legal form or basis for any such damages, directly or indirectly, in connection with any claim arising out of this agreement or the furnishing, performance or use of any of the goods or services provided for herein, even if FROG has been advised of the possibility of such damages. In no event shall FROG's liability exceed the fees for goods or services paid by CLIENT for the location under this agreement. The fees for services paid by CLIENT shall be the sole and exclusive remedy. The parties agree that, regardless of the failure of the sole and exclusive remedy, FROG will not be liable for any consequential damages of whatsoever kind or nature.

16. INDEMNIFICATION. Both parties agree to defend, indemnify and hold each other completely harmless from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to CLIENT using any services and/or items purchased. As a condition of receiving the indemnification, the party seeking indemnification (the "Indemnified Party") must give the other party (the "Indemnifying Party") reasonable cooperation and full authority to defend and settle, provided that (i) the Indemnified Party shall have the right to participate in such defense and settlement, including any negotiation attending the same, with counsel of its own selection and at its sole expense, and (ii) any such settlement does not involve any admission of or stipulation to any guilt, fault, or wrongdoing by the Indemnified Party, or impose any obligation (monetary or otherwise) on the Indemnified Party, without its prior express written consent, which consent may not be unreasonably withheld or delayed. Further notwithstanding anything to the contrary, an Indemnifying Party will be relieved of its obligations under this Section to the extent which any failure of an Indemnified Party to promptly notify the Indemnifying Party in writing that it is seeking indemnification materially prejudices the Indemnifying Party's ability to perform its obligations thereunder. Under no circumstances shall the Indemnifying Party be obligated to indemnify the Indemnified Party to the extent that the injury, loss, or damage was caused by the negligence or willful misconduct of the Indemnified Party. In the event of joint, concurrent, or comparative negligence or fault on the part of the party to be indemnified, a party's liability with respect to such indemnity obligation shall be limited to its relative degree of fault. This indemnification does not apply to Third Party Environmental Group lawsuits or Civil Administrative Liability suits from the State or EPA. FROG's liability for indemnification shall be limited in total and in the aggregate to an amount equal to the fees for services or items paid by CLIENT for the location under this agreement. The foregoing indemnification provision is in addition to, and not in derogation of, any statutory, equitable, or common law remedy Indemnitors may have.

17. LITIGATION LIMITATION. No action of any type at law or in equity arising out of or related to this Agreement or the performance thereof shall be commenced by either party against the other more than one year after the completion or cessation of work under this Agreement.

18. SEVERABILITY. The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

19. RELATIONSHIP OF THE PARTIES. The relationship of BOTH PARTIES pursuant to the terms and conditions of this Agreement is and will be at all times that of independent contractors. CLIENT will not have, and will not represent that it has, any power, right or authority to bind FROG, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of FROG or in FROG's name, except herein expressly provided. Nothing stated in these terms and conditions will be construed as constituting BOTH PARTIES as partners or as creating the relationships of employer/employee, franchisor/franchisee, or principal/agent between the parties. CLIENT will make no warranty, guarantee or representation, whether written or oral, on FROG's behalf.

20. NOTICE. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered by hand, by e-mail, by facsimile transmission or upon receipt when mailed by registered or certified mail (return receipt requested and postage prepaid) to FROG at the following addresses:

Frog Env Incorporated
Attn: Chief Financial Officer
965 E Willow Street
Signal Hill, CA 90755

21. GENERAL. This Agreement constitutes the entire agreement of the parties with respect to the Services to be provided hereunder and supersedes any and all prior agreements or understandings, proposals or advertisements, writings, representations, or oral or written statements or communications with respect to their subject matter. CLIENT agrees that any oral statements by FROG representatives or writings not signed by an authorized officer of FROG are not warranties and are not part of this Agreement. This Agreement may not be modified or changed except by a writing signed by both parties. FROG may assign its rights and obligations hereunder to an affiliate or another entity involved in the subject matter of the Services or in connection with any merger, acquisition, or similar event. FROG shall provide CLIENT written notice of any such assignment. FROG may subcontract for the provisions of Services to be provided hereunder. CLIENT may not deduct or assert any right of set-off against any payment due FROG hereunder. This Agreement shall be binding upon CLIENT, its permitted successors and assigns and shall inure to the benefit of FROG and its successors and assigns. No delay in notice to CLIENT of its default hereunder or in exercising any right or action permitted herein or under law shall constitute a waiver by FROG. No waiver by FROG of any provisional or right herein shall constitute a waiver of any other provision or right in the future. Neither party shall be responsible to the other for any non-performance or delay in performance occasioned by causes beyond such party's control including acts of God, labor difficulties, and insurrections or pursuant to equivalent provisions in contracts of suppliers. Any provision that by its nature is intended to survive termination or expiration of this Agreement shall so survive. Section headings are for convenience of reference only and are not of substantive effect.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Signature: _____ Date: _____ Initials: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-45, Renaissance Learning Inc. (DeGenna/Thomas)

Renaissance Learning Inc. personnel will provide in-person professional development to teachers at the pre-service days on August 10 and 11, 2023, to support in-depth use of some of their programs: Star assessment system, Illuminate DnA student data system, and Illuminate EduClimber student data system. The Star assessment system is used to monitor student achievement in early literacy, reading and math. DnA and EduClimber house all student assessment data and can be used to keep longitudinal data on students for progress monitoring purposes.

FISCAL IMPACT:

\$17,750.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-45 with Renaissance Learning Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-45, Renaissance Learning Inc.](#)
[Certificate of Insurance \(1 Page\)](#)

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Oxnard School District - 274891

1051 S A St

Oxnard, CA 93030-7442

Contact: Anna Thomas - (805) 385-1501

Email: athomas@oxnardsd.org

Reference ID: 666703

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$19,000.00
Applied Discounts	\$(1,250.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$17,750.00

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein.

If changes are necessary, or additional information is required, please contact your account executive Taylor Knoblett at (805)312-9380, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Details					
Oxnard School District - 274891					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Professional Services					
Onsite Training, eduCLIMBER		2	\$3,250.00	\$(427.63)	\$6,072.37
6 Hour Onsite Day		2	\$3,000.00	\$(394.74)	\$5,605.26
Onsite Training, DnA		2	\$3,250.00	\$(427.63)	\$6,072.37
Oxnard School District Total				\$(1,250.00)	\$17,750.00

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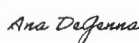
Renaissance

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2966383

Quote Number 2966383

To accept this offer and place an order, please sign this Quote.

Renaissance Learning, Inc.	Oxnard School District
	By: 
Name: Ted Wolf	Name: Anabolena DeGenna
Title: VP - Corporate Controller	Title: Associate Superintendent , Ed Services
Date: May 12, 2023	Date: May 12, 2023
	Invoice Date: 5/12/2023

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

Phone: (877)444-3172

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date listed above. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote.









Q2966383 Quote Agreement

Final Audit Report

2023-05-12

Created:	2023-05-12
By:	Renaissance Sales (salessystem-noreply@renaissance.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf5isjEzOtZr3K7p7ITDUkEzHIG5GptPH

"Q2966383 Quote Agreement" History

-  Document created by Renaissance Sales (salessystem-noreply@renaissance.com)
2023-05-12 - 8:40:21 PM GMT- IP address: 20.232.89.36
-  Document emailed to Anna Thomas (athomas@oxnardsd.org) for signature
2023-05-12 - 8:40:26 PM GMT
-  Email viewed by Anna Thomas (athomas@oxnardsd.org)
2023-05-12 - 8:43:04 PM GMT- IP address: 104.47.55.254
-  Document signing delegated to Anabolena DeGenna (adegenna@oxnardsd.org) by Anna Thomas (athomas@oxnardsd.org)
2023-05-12 - 8:47:42 PM GMT- IP address: 204.147.19.250
-  Document emailed to Anabolena DeGenna (adegenna@oxnardsd.org) for signature
2023-05-12 - 8:47:43 PM GMT
-  Email viewed by Anabolena DeGenna (adegenna@oxnardsd.org)
2023-05-12 - 8:56:35 PM GMT- IP address: 104.47.59.254
-  Document e-signed by Anabolena DeGenna (adegenna@oxnardsd.org)
Signature Date: 2023-05-12 - 8:58:04 PM GMT - Time Source: server- IP address: 204.147.19.250
-  Agreement completed.
2023-05-12 - 8:58:04 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2023

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

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

PRODUCER Alternative Risk Resources, LLC 394 Williamstowne, Suite 101 Delafield WI 53018	CONTACT NAME: Shelly Doolittle PHONE (A/C No. Ext): 262-754-9100 FAX (A/C, No): 262-754-9114 E-MAIL ADDRESS: sdoolittle@altriskresources.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Renaissance Learning, Inc. P.O. Box 8036 Wisconsin Rapids WI 54495-8036	RENAI-1	INSURER A: Zurich-American Ins. Co. INSURER B: Federal Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC #
		16535
		20281

COVERAGES

CERTIFICATE NUMBER: 2429376

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO9809265	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP9809266	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			7819-86-23	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 16,000,000 AGGREGATE \$ 16,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC9809264	3/1/2023	3/1/2024	<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
A	Property			CPP4612917	1/1/2023	1/1/2024	Blanket BI/EE \$ 66,717,000 Included

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

Oxnard School District is additional insured

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 S 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

Shelly A. Doolittle

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-46 – Sterling Venue Ventures (DeGenna/Shea)

Rental fees for use of Oxnard Performing Arts Center Theater for OSD Welcome Back Event to be held on August 15, 2023.

FISCAL IMPACT:

Not to exceed \$6,500.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-46 with Sterling Venue Ventures.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-46, Sterling Venue Ventures \(1 Page\)](#)

OSD AGREEMENT #23-46

Oxnard PAC - 2023 Rental Agreement

STERLING VENUE VENTURES @ Oxnard PAC

Calendar Contract For:			
Event Name	Date	Day	Time In:
OSD Kickoff	August 15th	Tuesday	7am
			Time Out:
			1pm
Company Name:		Contact:	
Oxnard School District		Dalia dvalenzuela-arenas@oxnardsd.org Ginger Shea gshea@oxnardsd.org	
Event Description		Event Type:	
OSD Kickoff		Meeting	
Attendance		Ticketed	
1600		yes	

Fee Schedule	Rate:	Additional Notes:	Total:
Rental License Fee	\$6,500	Price per day	\$6,500
Facilities		FEES USED	\$ -
Building Overtime (After 10 Hrs) @ \$250/Hr.			\$ -
VIP Room Rental	\$0		\$ -
Bar Buyout	\$0		\$ -
Utilities	\$0	\$800	\$ -
Stage Power Disconnects	\$0		\$ -
Lighting			
Standard Conventional Lighting	\$0	\$ 2,500.00	
Full Pro Lights Package	\$0	\$ 3,500.00	\$ -
Audio			
THX Surround Sound	\$0		
Front of House (Main)	\$0	\$ 3,500.00	\$ -
On Stage Monitors	\$0	\$ 2,000.00	\$ -
Video Projection / Recording			
Video Projection Downstage Screen 42'x20'	\$0		
Video Projection Upstage Screen 16'x20'	\$0		
Christie Projector	\$0		
Cleaning			
Event Cleaning	\$0	\$ 800.00	\$ -
VIP Room Cleaning (If used for catering)	\$0		
Additional Trash Removal / Dumpster Rental	\$0		
Confetti Cleanup	\$0		
Miscellaneous			
Advertising	\$0	Ask for details	\$ 750.00
Parking Permits	\$0	Per event	\$ 500.00
Green Room Hospitality	\$0		\$ 500.00
Ticketing			
Music Lic ASCAP,BMI,SECAP,WMR	0%		\$ 2,000.00
Ticketing (Ticketmaster)	0%	Per guest at event	
Printing Fee	\$0	Printing	
Merchandise Split	0		
		Event Cost:	\$6,500

FOH- Required for all Events			Hours	# of Staff	Rate PTEB	
Ushers	1 per 75	Included	4	8	\$28.40	\$ -
Porter	1 ea	Included	flat rate	2	\$150.00	\$ -
Security	1 per 200	Included	4	4	\$68.16	\$ -
Box Office	1 per 500	Included	6	1	\$35.50	\$ -
Bathroom Attendants	2 ea	Included	flat rate	1	\$150.00	\$ -
FOH Manager	1 ea	Included	7	1	\$60.35	\$ -
Tech Production Manager	1 ea	Included	7	1	\$ 60.35	\$ -
Tech Staff (Tech Staff is billed at 8 hrs - OT is additional)*			7	3	\$46.15	0
StageHands & Loaders	as Needed		0			
		OVERTIME	2	0	46.15	\$ -

NOTE:

Damage Deposit:	\$ -
Total Fees:	\$ 6,500.00
Deposit:	\$ 1,500.00
Payment:	
Due:	\$ 5,000.00

Sterling Venue Ventures, LLC

Client Signature
Lisa A. Franz, Director, Purchasing

- * By signing this Agreement, you are agreeing and to ALL Terms and Conditions of the SVV / Oxnard PAC Contract.
- * Make all checks payable to: Sterling Venue Ventures, LLC

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #23-47 – Interface Children and Family Services (DeGenna/Nocero)

Interface Children and Family Services will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-47 with Interface Children and Family Services.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-47, Interface Children & Family Services \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



MEMORANDUM OF UNDERSTANDING

Interface Children & Family Services
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Interface Children & Family Services (ICFS) and Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services.

TERM: The term of this MOU shall be effective July 1, 2023, through June 30, 2024. A new Memorandum of Understanding shall be executed on an annual basis.

DESCRIPTION OF SERVICES:

- A. Oxnard School District agrees to the following:
 - 1. Serve as lead Administrative Agent of all schools.
 - 2. Provide adequate facilities to accommodate ICFS staff.
 - 3. Provide referrals through Administrative, Faculty, Counseling and Support Staff.
 - 4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).
- B. ICFS agrees to the following:
 - 1. Provide trained staff to deliver youth crisis response services for youth facing homelessness and ongoing follow up services.
 - 2. Provide linkage to additional resources as needed.
 - 3. Provide CA BBS registered Associates and/or Licensed mental health professionals to provide individual, group and family counseling to eligible students and families.

Strengthening children, families and communities to be safe, healthy and thriving

Mental Health & Trauma Treatment · Domestic Violence & Child Abuse Prevention · Youth Crisis Intervention · Human Trafficking · Reentry Services · 2-1-1 Information & Referral

4001 Mission Oaks Blvd, Suite I · Camarillo, CA 93012-5121 · icfs.org · 805.485.6114

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #23-48 – Assistance League of Ventura County - Operation School Bell (DeGenna/Nocero)

Operation School Bell is a philanthropic program of Assistance League of Ventura County designed to provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children.

Assistance League of Ventura County will furnish a gift card to be used for clothing and shoes, a toiletry kit, school supplies, and a book. Services will be provided to students in need in Oxnard School District until designated program funds are exhausted.

Term of Agreement: July 1, 2023 through June 30, 2025

FISCAL IMPACT:

No cost to the Oxnard School District for the services provided.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-48 with Assistance League of Ventura County.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-48, Assistance League of Ventura County \(2 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



Memorandum of Understanding #23-48

OPERATION SCHOOL BELL® AGREEMENT

This agreement is entered into by Assistance League Ventura County hereafter referred to as Assistance League located 11111 Esplanade, Claret, Irvine, CA 92618 and the Oxnard School District located 11111 05th Ave, Oxnard, CA 91320

Purpose: Operation School Bell is a philanthropic program of Assistance League designed to provide the school clothing and supplies to socioeconomically disadvantaged elementary school aged children

Term: The term of this MOU shall commence July 1, 2020 and shall terminate June 30, 2025

Compensation: The Oxnard School District will not be compensated for the services provided by Operation School Bell

Description of Services:

OBLIGATIONS OF ASSISTANCE LEAGUE

- A) Assistance League shall furnish a record to be used for clothing and shoes toiletry of school supplies and a book service will be provided to students in need in Oxnard School District until designated program funds are exhausted
- B) Assistance League shall assume all financial obligations relative to the provision or purchase of the items in paragraph A)
- C) Financial contributions to this program by Assistance League Ventura County shall be made only as stipulated in the terms of this agreement
- D) Assistance League shall maintain adequate liability insurance coverage for this program
- E) Assistance League shall evaluate the program every two years and ask for input from the schools/district
- F) Operation School Bell shall provide benefits and support services for eligible students and emergency support for families in accordance with a schedule established between Operation School Bell and Oxnard School District

OBLIGATIONS OF OXNARD SCHOOL DISTRICT

- A) Oxnard School District shall provide its own liability insurance
- B) The district shall appoint a representative to interface with Assistance League
- C) School personnel shall screen and schedule prospective recipients

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-49 – County of Ventura (DeGenna/Nocero)

The communities where the social workers will be placed have been identified by the County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

Term of Agreement: July 3, 2023 through June 28, 2024

FISCAL IMPACT:

Not to exceed \$437,207.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services that the Board of Trustees approve Agreement #23-49 with the County of Ventura.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #23-49, County of Ventura \(14 Pages\)](#)
- [Exhibit E - Budget Sheet \(1 Page\)](#)
- [Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-49

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of June 2023 by and between the Oxnard School District (“District”) and the County of Ventura, of which the County Human Services Agency is a part (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2023 to and including June 28, 2024 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Thirty-Five Thousand Nine Hundred Seven Dollars and No Cents (\$435,907.00), unless additional compensation is approved in writing by the District.

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

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by one party giving sixty (60) days written notice to the other, with or without cause.

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

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

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

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

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

10. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

11. **Confidential Information.** All information gained during performance of the Services or other work product produced by Consultant in performance of this Agreement shall be considered confidential. In addition, certain information and documentation prepared or obtained by Consultant in connection with performance of the services may be protected from disclosure or dissemination ("Protected Information") to all persons, including District, pursuant to applicable laws and regulations. Except as may be required by law, Consultant shall not release or disclose any confidential information or Protected Information; provided that, with respect to disclosure of information that is not Protected Information, Consultant shall not disclose such information without prior written authorization from the Superintendent of the District.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District

with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

19. **Indemnification.**

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused by any negligent or wrongful act, error or omission of consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Jodi Nocero
Phone: (805) 385-1501 ext 2161
Fax: (805) 385-1509

To Consultant: County of Ventura
Human Services Agency
855 Partridge Drive
Ventura, CA 93003
Attn: Dr. Sevet Johnson
Phone: (805) 477-5444
Fax: (805) 477-5385

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

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

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

24. **Administration.** **DR. JODI NOCERO**, the Director, Pupil Services, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

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

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

28. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the

provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

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

30. **Dispute Resolution.** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

COUNTY OF VENTURA:

Signature

Signature

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

Dr. Sevet Johnson, County Executive Officer
Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: On File

- Not Project Related
 Project #22-49

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #23-49

SERVICES

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

Place social workers at Oxnard School District sites in communities that have been identified by the County Human Services Agency consensus data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventive in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

- Target population are families that have children at Healthy Start Schools McKinna, (Lopez), Chavez (Ramona), Kamala, and Frank (Rose Avenue). Schools included are in the 93030 and 93033 zip codes.
- Families can be referred through the School Attendance Review Board (SARB) or other Oxnard School District Collaboration.
- Focus of services will be on preventative interventions to:
 - Prevent separation of children
 - Decrease time in care
 - Produce better outcomes for families
 - Provide a nontraditional response to concerns of abuse or neglect

Preventative interventions include:

- Family assessment/Home visits
- General parenting education
- Basic life skills
- Engaging support network
- Educational advocacy
- Support and service to migrating families
- DEI/Cultural responsiveness assessment
- Collaborating with MICOP
- Referrals to community resources
- SARB services

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

- Provide quarterly statistical reports for each site identifying the nature of referrals (i.e. Attendance, etc.)
- Provide support and resource coordination to a minimum of 15 students/families per month.
- Serve on the School Attendance Review Board (SARB) for the district.
- Coordinate pre and post parent and teacher surveys that have been approved by the district.

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Statistic reports on referrals for each site.	Quarterly
B. Provide school site with identified students on caseload.	Regularly

Not Project Related

Project #22-49

C. Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
D. Social Worker will meet with principal and other school personnel as needed.	Weekly
E. Director of Pupil Services will meet quarterly with the Healthy Start Manager.	Quarterly

IV. Consultant will provide technology (computers, monitors, printers, etc.), ergonomic equipment (mice, keyboards, and ergonomic chairs), and small, portable furniture (bookshelves, filing cabinets, etc.) for Healthy Start staff.

V. The District will provide large furniture (desks, chairs, tables, etc.), as well as Internet access to Healthy Start staff.

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

None

See Exhibit E attached

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

None

See attached list.

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

- Not Project Related
- Project #22-49

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-49

COMPENSATION

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

***SEE EXHIBIT E ATTACHED**

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

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

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

IV. The total compensation for the Services shall not exceed \$435,907.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-49

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #22-49

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, ~~and Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #22-49

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-49

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

EXHIBIT E

Oxnard School District/CFS Healthy Start Agreement 2023-24

School	Position	Annual Cost	1.00 FTE		50% CWS Match	50% OSD Cost
Mc	0 C	55,55	55,55		77,577	77,577
Mc	74 A P	0,45	0,45		5,7	5,7
		58	58		83,277	83,277
PSSF (FTE (50% paid by PSSF and 50% split CWS/OSD))		Annual Cost	1.00 FTE	50% PSSF	25% CWS Match	25% OSD Cost
Cesr C	8088 C	4,0	4,0	7,58	5,75	5,75
Cesr C	7848 A M	07,0	07,0	5,55	7,7	7,7
		50,8	50,8	13,13	13,45	13,45
Fr		Annual Cost	1.00 FTE		50% CWS Match	50% OSD Cost
Fr	8 C	5,5	5,5		7,7	7,7
Fr	4 P	00,78	00,78		50,08	50,08
		5	5		57,78	57,78
m		Annual Cost	1.00 FTE		50% CWS Match	50% OSD Cost
m	5545 C	4,507	4,507		70,754	70,754
m	88 A	00	00		50,0	50,0
		4,4	4,4		120,754	120,754

Supplies for Youth

4,000

Supplies for School Events

700

Total Share of Cost OSD \$437,207

does not include superintendent's salary
supplies, etc.

difference from 404,47

FY 2023-24 Contract **\$32,735**

Notes:

Project includes schools: Mc, Fr, m. Funded by CWS 50% and CFS 50%. Cesr C funds 50% of FTE, PSSF funds 50% of FTE, other 50% of FTE is shared between C and M. Funded 50% and CWS 50%.

Assigned positions include Child Welfare Worker (CWS) and Case Aide (CA).

Annual costs based on FY 2023 salaries and benefits for the assigned staff.

4 FTE assigned calculated based on the available budget provided by the same as for FY 2023.

Days per year	5
Days paid per week	5
Days paid per year	25
of FTE Available	100
Days Available Paid	45

Paid days include holidays/sick/vacation
independent

Month	Contract Term requested by July 2020 through June 2024
Jul	0
Aug	0
Sep	0
Oct	0
Nov	0
Dec	8
Jan	0
Feb	0
Mar	0
Apr	0
May	0
Jun	0
Total	45
Less Days Available	45
Days per week	0



COUNTY of VENTURA

COUNTY EXECUTIVE OFFICE
Risk Management

March 31, 2023

Ventura County Schools Self-Funding Authority
5189A Verdugo Way
Camarillo, CA 93012-8653

RE: Evidence of coverage as respects the operations of the named insured in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

Coverage Period: April 1, 2023 to July 1, 2024

To Whom it May Concern:

The County of Ventura is self-insured under the State of California Government Code Section 990.4 for the lines of coverage and in the amount indicated below.

- Commercial General Liability including Vehicle Liability for \$1M per occurrence and no aggregate.
- Workers' Compensation & Employers' Liability permissibly self-insured for \$1M per occurrence.

This letter confirms our intent to treat the above-named entity as an "additional insured" but only per the agreed upon contract/agreement.

Please do not hesitate to contact us if you have any additional questions or concerns.

Respectfully,



Risk Management
County of Ventura
(805) 654-3197

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-50 – Restorative Justice Services, LLC (DeGenna/Nocero)

Restorative approaches in schools are being sought as alternatives to more punitive disciplinary systems and procedures where often there have been little or no links between wrongdoers and those they have harmed, nor any real connections between the punishment and the actual offense.

Increasingly schools are finding restorative approaches more effective in establishing long term lasting changes in relationships, more connecting of the members of a school community, more involving and hearing of victims, and more enhancing of climates of care within schools as a whole.

Restorative Justice Services, LLC, will provide Restorative Approaches training for OSD Staff. It will coach/collaborate with PBIS teams at each school site to support the implementation of restorative principles and integration of restorative approaches at school sites.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$46,500.00: \$21,500.00 - Supplemental Concentration

\$25,000.00 – Learning Communities School Success

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-50 with Restorative Justice Services, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-50, Restorative Justice Services, LLC \(13 Pages\)](#)

[Proposal \(3 Pages\)](#)

[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-50

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of June 2023 by and between the Oxnard School District (“District”) and Restorative Justice Services, LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2023 through June 30, 2024** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Forty-Six Thousand Five Hundred Dollars and No Cents (\$46,500.00), 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: Dr. Jodi Nocero
Phone: 805.385.1501, x2161
Fax: 805.385.1509

To Consultant: Restorative Justice Services, LLC
226 W. Ojai Ave., #101-332
Ojai, CA 93023
Attn: Lyra D. Monroe
Phone: 805.453.7219
Email: rjcenter@yahoo.com

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

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

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

26. **Administration. DR. JODI NOCERO** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

RESTORATIVE JUSTICE SERVICES, LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #23-50

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #23-50

SERVICES

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

Provide Restorative Justice Training during the period of July 1, 2023 through June 30, 2024

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 #23-50

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #23-50

COMPENSATION

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

Total compensation shall not exceed Forty-Six Thousand Five Hundred Dollars and No Cents (\$46,500.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$46,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #23-50

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #23-50

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 #23-50

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-50

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Restorative Justice Services Oxnard School District Restorative Justice/Restorative Approaches Training School Year 2023-2024

Overview

The Essence of Restorative Practices

The essence of restorative practices is disarmingly simple: that human beings are happier, more productive and more likely to make positive changes in their behavior when those in positions of authority do things with them, rather than to them or for them.

Increasingly parents, caregivers and community groups are seeking out support and direction around managing the young people in their care. Building, enhancing and restoring relationships across any workplace, community group, school or culture, is absolutely essential for a strongly connected, empathetic, functioning society.

Restorative Approaches in Schools

Restorative approaches in schools are being sought as alternatives to more punitive disciplinary systems and procedures where often there have been little or no links between wrongdoers and those they have harmed, nor any real connections between the punishment and the actual offense.

Previous measures are also often failing to meet the relational needs of teaching and learning in 21st century schools. Increasingly schools are finding restorative approaches more effective in establishing long term lasting changes in relationships, more connecting of the members of a school community, more involving and hearing of victims, and more enhancing of climates of care within schools as a whole.

Punitive vs Restorative Responses

Punitive Responses	Restorative Responses
1. What rule has been broken? 2. Who is to blame? 3. What is the punishment going to be? 4. How long will the punishment last?	1. What happened? 2. Who has been affected? How? 3. What needs to be done to make it right? 4. What do we need to do to move forward?
Focus: Punishment	Focus: Accountability * Healing * Needs

Training & Coaching

Restorative Justice/Restorative Approaches Training

Two 3-Day In-Person Trainings

Ideal for Administrators, Counselors, Teachers, School Aids, Change Agents

- Principles of Restorative Justice/Restorative Approaches
- Community Building * Restorative Interventions & Tools
- Multi-Tier Approach
- Trauma & Trauma Awareness
- Community Building Micro & Macro Levels
- Facilitating Community Building Circles
- Facilitating Dialogues in Low Conflict & High Conflict Disputes
- Facilitating Dialogues in Significant Disputes with Student, Parent, Staff
- Hands On/Experiential Learning and Preparation

**This training prepares individuals to implement restorative approaches in the school community.

Cost: 25 People per training = \$12,000 x 2 trainings = \$24,000

RJ-RA Refresher – One-Day Training*

One 1-Day In-Person Training

The training is designed for and open to individuals that have completed Lyra Monroe's 3-Day RJ Training in previous years.

Review and Highlight Key Elements:

- Principles of Restorative Justice/Restorative Approaches
- Restorative Tools & Key Elements of Restorative Approaches
- Multi-Tier Approach
- Trauma & Trauma Awareness
- Components of Facilitating Community Building Circles, Dialogues with Minor and Significant Disputes with Student, Parent, Staff

Community Building - Practice & Preparation:

- Community Building - Micro Level & Macro level
- Community Building Circles - Tools and Outlines
- Building Community Key Components
- Hands On/Experiential Learning and Preparation in Small Groups & Large Groups

Cost: \$4,500

RJ Coaching & Support

Collaborate with PBIS teams at each school site to support the implementation of restorative principles and integration of restorative approaches at school sites.

Coaching and Support of PBIS Teams & School Staff will Include:

- Support PBIS Staff to Fulfill PBIS Goals
- Check-in with Each School Site Every Trimester
- Collaborate with Teams to Integrate Restorative Principles at School Sites
- Collaborate with Teams to Integrate Restorative Practices at School Sites
- Offer Encouragement and Concrete Suggestions
- Provide Additional Support via Phone/Text for PBIS Teams as needed
- Provide Additional Support via Phone/Text for School Staff as needed

Total On-Site Visits: 60 (20 School Sites Each Trimester) ~2 hours each

Total Hours: 120

Cost: \$150/Hour (1 Hour Min)

Total: ~ \$18,000

Total Program Cost

Three 3-Day In-Person Trainings	\$24,000
One 1-Day In-Person Training	\$ 4,500
RJ Coaching & Support	<u>\$18,000</u>
Total	\$46,500

Restorative Justice Services

Lyra D. Monroe

805/453-7219

rjcenter@yahoo.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #23-51 – Kern County Superintendent of Schools (DeGenna/Jefferson)

Kern County Superintendent of Schools has been designated as the Local Educational Consortium (LEA) responsible for administering the Medi-Cal Administrative activities (MAA) claiming process for participating LEA's in Service Region 8. This agreement establishes a means of claiming reimbursement from the Department of Health Care Services (DHCS) for costs necessary for the proper and efficient administration of the Med-Cal Program as set forth in Welfare and Institutions Code section 14132.47.

Term of Agreement: July 1, 2023 through June 30, 2028

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-51 with Kern County Superintendent of Schools.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-51, Kern County Superintendent of Schools \(13 Pages\)](#)

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

MEDI-CAL ADMINISTRATIVE ACTIVITIES
CLAIMING AGREEMENT

This Agreement is made effective this 1st day of July, 2023, by and between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS** ("KCSOS"), a constitutional officer with jurisdiction over a political subdivision of the State of California, Tax I.D. No. 95-6000941, located at 1300 17th Street, Bakersfield, California, 93301-4533, hereinafter referred to as the Local Educational Consortium ("LEC"); and **Oxnard School District**, a political subdivision of the State of California, Tax I.D. No. 95-6002318, located at 1051 South A Street, Oxnard, CA 93030, hereinafter referred to as the Local Educational Agency ("LEA").

I. RECITALS

- A. The LEC and the LEA desire to establish a means of claiming reimbursement from the Department of Health Care Services ("DHCS") for costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions Code section 14132.47.
- B. The LEC has been designated as the Local Educational Consortium responsible for administering the Medi-Cal Administrative Activities ("MAA") claiming process for all participating LEA's in Service Region 8.

II. AGREEMENT

- A. Term and Termination. This Agreement shall remain in effect from July 1, 2023-June 30, 2028. This Agreement may be terminated without cause at the end of any quarter by either party on written notice, which notice shall be given at least 60 days prior to the start of the quarter after which participation will terminate.
- B. LEC Responsibilities:
 - 1. As mandated by the DHCS, provide a software platform (also referred to from time to time as the "System" or "System Service") through a third party administrator, through which the LEA shall utilize the random moment time study (RMTS) process. Although the LEC will make every reasonable effort to facilitate use of the software platform, the LEC is not responsible for problems resulting from software platform or system errors;
 - 2. Perform desk and site reviews on a rotating basis as prescribed by DHCS to monitor compliance with all federal and state program requirements;
 - 3. Act as liaison between DHCS and LEA;

4. Prepare and submit quarterly invoices to DHCS;
5. Receive and distribute all of LEA's MAA reimbursements as set forth below in section F of this agreement;
6. Maintain a file of documents pursuant to program retention requirements;
7. Attend statewide and regional MAA training sessions, receive and review MAA-related correspondence from state and federal agencies, distribute new information to the LEA's MAA Coordinator, and actively participate in policy and problem resolution discussions with regional, state and federal entities.

C. LEA Responsibilities:

1. Appoint a MAA coordinator and alternate LEA contact for all MAA activities of the LEA and provide the LEC with contact information. In addition, the LEA agrees to provide the LEC contact information for fiscal staff involved, including those responsible for pulling data and signing invoices. Failure to provide the LEC with current contact information may result in lost revenue to the LEA;
2. Ensure attendance by the MAA Coordinator and other LEA staff at MAA training sessions;
3. Submit all information requested by the LEC necessary for administration and oversight of the MAA Program in a manner and at a time prescribed by LEC, including without limitation a quarterly roster of all LEA MAA staff participants;
4. Oversee timely completion of time study information by LEA staff;
5. Submit invoices to the LEC in a manner and at a time prescribed by LEC. The LEA is responsible for the accuracy of the financial information. It is critical that this information is thoroughly reviewed by the LEA prior to submission to the LEC. The LEC is NOT responsible for auditing or otherwise determining the accuracy of the financial information used for the preparation of the LEA's invoices;
6. Submit accurate information. If the LEC has a reasonable basis for believing that the LEA did not comply with the rules and regulations concerning time surveying or provided inaccurate or incomplete financial information, the LEC shall have the right to (1) delay processing invoices until accurate information is provided by the LEA, or (2) if circumstances warrant, decline to submit invoices for any quarters that would be affected by any incomplete or inaccurate information. If it comes to LEC's attention that errors were committed by the LEA after an invoice has been submitted to DHCS, the LEC will revise the invoice to correct those errors;
7. Execute and comply with the "Agreement for Disclosure and Use of Medi-Cal Data" attached to this agreement as Exhibit A. Execute and comply with the procedures related to the LEA Medi-Cal tape match.
8. The RMTS software platform may be accessed only by employees of the LEA who have a need to access for RMTS purposes. The LEA is a permissive user of the RMTS software platform and agrees to comply with the confidentiality and other

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requirements associated with use of the RMTS software platform, including but not limited to the following:

- a. The LEA and its officers, agents, and employees are permissive users of a nonexclusive, nontransferable right and license to access via the Internet and use the RMTS System Service and any provided documents (the "Documentation") to the extent reasonably necessary. This includes incorporating any provided Documentation, in whole or in part, into other written materials prepared by or for the LEA with respect to the System Service solely for the LEA's internal use, and reproducing and distributing modified and original versions of provided Documentation, in hard copy or online format, as part of the LEA's Documentation for the System Service, and, if the Documentation is in an online format, allowing authorized LEA users to make print copies of the same solely for internal use.
- b. The System may be accessed only by 1) LEA employees who have a need to access the System Service for appropriate MAA Program purposes; or 2) LEA subcontractors and their employees, subject to prior written notification to and approval by the LEC and the LEC's third party administrator. Those users may be referred to herein as "Agency Users." Such approval may include requirements for subcontractors and their employees to execute appropriate confidentiality and non-use agreements at any time before or after being approved for access. Agency Users may access the System solely for MAA Program purposes and shall be required to maintain the System Service and provided Documentation as confidential and proprietary to the LEC's third party administrator. The LEA shall not use or grant to any person or entity other than authorized Agency Users the right to use the System Service. The LEA and Agency Users shall not distribute, market, or sublicense the System Service. The LEC and the LEC's third party administrator may restrict access or require the LEA to restrict access to the System Service by any Agency User who violates the confidentiality or proprietary rights in the System Service.
- c. The LEA shall ensure that appropriate proprietary notices indicating the third party administrator's Intellectual property rights in the System Service and related Documentation are placed on all copies of written materials distributed by the LEA. Examples of such documentation include training materials and manuals.
- d. The LEA shall not distribute or knowingly permit distribution of System Documentation or intellectual property to any individual or organization not authorized as an Agency User.
- e. The LEA shall not transfer or permit access to the System Service to any third party or permit any Agency User to transfer or allow access to the System Service to any unauthorized person except as may be required by lawful court order or as a requirement by direction of state person, except as may be required by lawful court order or as a requirement by direction of state or federal authorities having jurisdiction over the reporting of time by Agency and Agency Users.

- f. The LEA shall not decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion of it and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion thereof.
 - g. The LEA will take reasonable steps to protect the System Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to the LEC and its third party administrator any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the System Service, including all deletions of any data by Agency Users.
 - h. Subject to the license rights granted to the LEA, all right, title, and interest in and to the System Service, including intellectual property rights and technology inherent in System Service, are and at all times will remain the sole and exclusive property of the LEC's third party administrator. No right to use, print, copy, distribute, integrate, or display the System Service, in whole or in part, is granted in this Agreement, except as may be explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to the LEA any right, title, or interest in or to intellectual property rights or other rights in and to the System Service or trademarks.
 - i. Except as expressly authorized by this Agreement, the LEA shall not use, display, copy, distribute, modify, or sublicense the System Service. In addition, the LEA shall not modify, transfer, rent, or lease the System Service, or alter, remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the System Service, and expressly agrees not to circumvent or knowingly permit third parties to circumvent any security or other protections within the System Service.
 - j. The LEA acknowledges that the System Service and Documentation contain trade secrets, disclosure of which would cause substantial harm that could not be remedied by the payment of damages alone. Accordingly, the LEC's third party administrator will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of these restrictions.
9. The LEA must submit completed moments as prescribed by program guidelines. If the LEA fails to complete the moments within the required guidelines, participation in the program may be limited and reimbursement lost. The LEC reserves the right to disqualify the LEA from participation for one or more quarters if there are recurring instances of non-responsive participants or other non-compliance issues. The LEC/LGA will monitor claiming unit compliance throughout the claiming period. If a claiming unit has been selected for at least 14 moments and has less than an 85% compliance rate, the following shall apply:
- First occurrence – The LEC/LGA will notify DHCS via email of the claiming unit's non-compliance and DHCS will work with the LEC/LGA to issue a

warning letter to the claiming unit's LEC, Chief Business Official, and/or other designee.

- Second occurrence (within the subsequent 12 months) – When it is determined that a claiming unit is non-compliant for 2 quarter where 85% compliance is not reached regardless of fiscal year, the claiming unit will be suspended from participation in both school-based programs for one quarter, during the next available quarter, and thereby forfeit the associated reimbursement. The claiming unit's LEC, Chief Business Official, and/or other designee will be notified in writing by DHCS.

After one quarter of non-participation, the LEA will be conditionally reinstated. If during this conditional quarter, the LEA meets 85% compliance they will be reinstated. If the LEA does not meet 85% compliance in the conditional quarter, the claiming unit is suspended for an additional quarter.

10. The LEA will timely notify the LEC of any errors and/or omissions in information sent to the LEC so the LEC can process a claim adjustment for submission to DHCS.
11. The LEA will establish an audit file containing documents specified by DHCS in the SMAA Manual and maintain pursuant to program retention requirements. The LEA will make the audit file available to the LEC within 30 days of request.
12. Upon request, the LEA shall make available to the LEC and state and federal auditing agencies all work, records, and procedures related to this Agreement and/or a Medi-Cal reimbursement request.
13. The LEA shall reply in a timely manner to any request for information or to audit exceptions by the LEC or state and/or federal audit agencies that relate to MAA or RMTS services under this Agreement.
14. The LEA will hold all statistical, financial, and other data relating to the MAA Program and the identity of Medi-Cal students in strict confidence.
15. The LEA's failure to perform its duties and responsibilities may result in delayed and/or disallowed reimbursements.
16. The LEA will certify quarterly that the staff included on the Time Survey Participant (TSP) list perform SMAA-related activities on a regular basis, as required per the SMAA Manual.

D. Subcontracting:

1. The LEA agrees that the LEC may, in its sole discretion perform duties under this Agreement through an independent contractor to be selected by LEC.
2. Should the LEA contract with a vendor to provide services or perform its obligations under this Agreement, the LEA remains responsible for the accuracy and

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completeness of information submitted and is also responsible for notifying the vendor of all deadlines. Payment of vendor fees or costs is the sole responsibility of the LEA, and the LEA understands that services provided by a vendor are considered duplicative and are not allowed as a claimable expense on any invoice.

E. Mutual Indemnification.

1. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.
2. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand.
3. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or willful misconduct of the other party.

F. Consideration.

1. The LEA agrees that all of the LEA's MAA reimbursements made under this Agreement are to be payable to the LEC.
2. The LEC agrees to process all of the LEA's MAA reimbursements due to the LEA under this Agreement within 30 calendar days of the LEC's receipt of the MAA reimbursement.
3. The LEA agrees that as full compensation to the LEC for its services, the LEC may withhold fees, as specified in Exhibit B of this Agreement, from payments made on each invoice submitted to DHCS.
4. The Base Rate, as specified in the Exhibit B, shall be assessed quarterly respective to the quarterly certified TSP list as it existed at the time of sample generation.

- G. Invoice Revisions. If a quarterly invoice is revised, subsequent to payment by the LEC to the LEA of the initial amount, to decrease the invoiced amount, the LEC shall recoup from the LEA the difference between the amount paid to the LEA and the amount reflected in any revised invoice. The LEA hereby authorizes the LEC to recoup the amount of the overpayment by electronic transfer of funds when feasible and, when not feasible, by direct billing or deduction of the overpayment from future payments otherwise due to the

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LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice. If the revision to the invoice is due to an error on the part of the LEA, the LEC will retain the administrative fee charged upon payment of the initial invoice.

H. Audit Disallowance.

1. The LEA shall bear the burden of any federal audit disallowance, interest, or penalty to the extent that any disallowance, interest, or penalty results from a claim or claims for which the LEA has received reimbursement. The LEC shall recoup from the LEA amounts equal to the amount of any disallowance, interest, or penalty, less any amounts already remitted by the LEA to DHCS for the disallowed claim. The LEA hereby authorizes the LEC to recoup the amount of the disallowance, interest, or penalty by electronic transfer of funds when feasible and, if not feasible, by direct billing or deduction of the amount due from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice.
2. In the event of a possible disallowance, reimbursement of all subsequent claims may be held in abeyance by the LEC with no payment made to the LEA until the disallowance issue is resolved. The LEC shall retain its administrative fee for all claims processed for the LEA, even if all or a portion of a claim is later disallowed as a result of an audit, if any disallowance was due to erroneous information being provided to the LEC by the LEA. The LEA may appeal the results of an audit; however, the LEA is responsible to reimburse the LEC the amount of payment due to DHCS within 30 days of notification by the LEC. If the appeal results in an outcome favorable to the LEA, any funds reimbursed by DHCS will be paid to the LEA within 30 days.
3. In the event that Region 8 reimbursements are held or disallowed by DHCS so that full reimbursement of all invoices submitted by Region 8 LEAs is not possible, the LEAs which have unfunded reimbursements due will be reimbursed on a pro rata basis until the disallowance is resolved.

I. Modifications. This document contains the entire agreement between the parties and may be modified only in writing and signed by both parties.

J. Compliance with Law. In the performance of this Agreement, the parties shall observe and comply with all applicable local, county, state, and federal laws, rules, and regulations.

K. Attorney Fees. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

L. Choice of Law/Venue. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any laws which direct application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Agreement shall be Kern County.

- M. Covenant to Sign Documents. Each party will sign all documents and writings reasonably necessary or expedient to carry out the terms of this Agreement, with acknowledgment or affidavit if required.
- N. Federal Contract Funds. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States government for the purposes of the MAA program. In addition, this Agreement is subject to any restrictions, limitations, or conditions under any applicable federal or state statute or regulation. It is mutually agreed that if sufficient funds are not appropriated for the MAA Program, each party has the option to terminate the contract. If neither party elects to terminate the Agreement, the Agreement shall be amended to reflect any reduction in funds.
- O. Assignment. The LEA shall not assign or transfer this Agreement, its obligations under this Agreement, or and part of this Agreement. The LEA shall not assign any monies due or which become due to the LEA under this Agreement without the prior written approval of the LEC.
- P. Authority to Bind. It is understood that in the LEA's performance of any and all duties under this Agreement, the LEA has no authority to bind the LEC to any agreements or undertakings.
- Q. Certification. The LEA shall certify the non-federal match from the LEA's general fund, or from any other funds allowed under federal law and regulations, to Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 14132.47.
- R. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted, and this Agreement shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party, the Agreement may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.
- S. Signature Authority. Each person signing this Agreement represents that he or she has been authorized and empowered to enter into this Agreement by the party on whose behalf the signature is made.

LEA:
Oxnard School District

LEC
KERN COUNTY
SUPERINTENDENT OF SCHOOLS

By: _____

By: Jonathan Medina

Name: Lisa A. Franz

Name: Jonathan Medina

Title: Director, Purchasing

Title: Assistant Superintendent

Dated: _____

Dated: 6/1/2023

EXHIBIT A
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

LEA and LEC agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

LEA and LEC mutually agree that the following named individual is designated as “Custodian of the Files” on behalf of the LEA and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The LEA agrees to notify LEC of any change to the custodianship information. LEA and LEC mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

LEA and LEC mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. LEA agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. LEA agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

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LEA agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPAA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. LEA also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the LEA.

LEA acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. LEA further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that LEA, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of LEA, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services

Name and Title of Custodian of Files

Oxnard School District

LEA Name

1051 South A Street, Oxnard, CA 93030

LEA Address

805-385-1501 x2401 vmitchell@oxnardsd.org

Custodian's Phone Number / Email Address

Custodian's Signature

Date

SLS Ref. No. 29975

Exhibit B
SMAA Standardized Fee Structure

Statewide SMAA Fee Structure		Fee/TSP
1	Base Rate (Standard)	\$ 24
2	Base Rate (Reduced)	\$ 14
Service Components		Fee/TSP
3	RMTS Web-Based Platform	\$ 2
4	TSP List Development Assistance	\$ 1
5	Quality Assurance Assistance of Program	\$ 1
6	QA Assistance - TSP Lists and Calendars, Financials, Invoicing	\$ 9
7	LEC Technical Assistance	\$ 1
8	Invoicing Component	\$ 5
9	Invoicing Component	\$ 18
10	LEA Data Match	\$ 1
11	Audit Support Documentation Storage	\$ 1
12	Additional Fees: Sample per Pool	\$ 1
13	Additional Fees: Coding	\$ 1
14	Additional Fees: Consortia Fee	\$ 1

1	Base Rate (Standard) - consists of the expenses incurred by the LECs to run the SMAA program. - including Salaries & Benefits, DHCS Fees, Travel, and Misc. Office Expenses.
2	Base Rate (Reduced) - Quarterly TSP Count less than or equal to 50 - Low Medi-Cal Eligibility Rate (MER) - Rural Areas - Other circumstantial factors to ensure LEAs are receiving the best rate available
3	RMTS Web-Based Platform - consists of fees incurred in-house or paid by the LECs to third-party vendors for running the RMTS Platform via the internet, which is configured to meet current DHCS/CMS system requirements.
4	TSP List Development Assistance -- consists of fees incurred in-house or paid by the LECs to a third-party to perform Quality Assurance (QA) on Time Survey Participant (TSP) lists, which includes, but is not limited to, identification of duplicate and missing information, verification of staff job classifications, and calendar verification of student non-attendance days.
5	Quality Assurance Assistance of Program - consists of fees incurred in-house or paid by the LECs to a third-party to perform Quality Assurance (QA) on TSP's. Entering or Reviewing TSP list in the RMTS platform.
6	QA Assistance - TSP Lists and Calendars, Financials, and Invoicing consists of fees incurred in-house or paid by the LECs to a third-party to Review the invoice and perform cost analyses of all invoice documents to ensure that all costs meet the standards for Certified Public expenditures. Reviewing or Entering TSP List into RMTS platform.

SLS Ref. No. 29975

Exhibit B
SMAA Standardized Fee Structure
(Cont.)

7	LEC Technical Assistance - consists of fees incurred in-house or paid by the LECs to a third- party to assist the LEC with DHCS compliance inside the platform.
8	Invoicing Component - - Prepare the Invoice Template - Collect the Data from the Districts - Perform Quality Assurance Analysis on the Data
9	Invoicing Component - Prepare the Invoice Template - Collect, Review, and Verify the Data from the Districts - Preparation of Final Invoice for Signature and Submittal - Work with LEAs for Timely Reporting - Policy Support for DHCS-Related Policy Updates
10	LEA Data Match Capabilities -consists of the expenses incurred by the LECs to define the Medi-Cal Eligibility Rate
11	Audit Support Documentation Storage -Provide electronic secure storage via web-based platform
12	Additional Fees: Sample per Pool - consists of fees incurred in-house or paid by the LECs to a third party for generating moments, including a review of moments and clarifying questions.
13	Additional Fees: Coding - consists of fees incurred in-house or paid by the LECs to a third party for coding of random moments.
14	Additional Fees - Consortia Fee

- LEC has discretion of rate of charge so long as annual totals adhere to fee structure guidelines.
- LEA may not be charged more than 15% of their reimbursement.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-52 – Safe & Civil Schools (DeGenna/Nocero)

Safe & Civil Schools will provide Foundations training focused on implementing Tier 1 structures that support a positive school climate, school safety, reduction of discipline referrals, and increased attendance rates which all lead to improved student wellness and academics. Safe & Civil trainers will work directly with site level PBIS teams as well as site and district leadership.

Term of Agreement: July 3, 2023 through June 28, 2024

FISCAL IMPACT:

Total not to exceed \$123,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-52 with Safe & Civil Schools.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #23-52, Safe & Civil Schools \(4 Pages\)](#)
- [Proposal-Quote \(6 Pages\)](#)
- [Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #23-52



AGREEMENT TO PROVIDE SERVICES

Agreement between: **Pacific Northwest Publishing, Inc.**
dba: Safe & Civil Schools ("Company")
21 W. 6th Av. (541) 345-1442
Eugene, OR 97401 FAX (541) 345-6431
51-0532241

Tax I.D. Number:
Contact person: **Kimberly Irving, Professional Services Coordinator**

Contracting District: **Oxnard School District ("District")**
1051 S. A St.
Oxnard, CA 93030

Contact person: **Jodi Nocero, Director of Pupil Services**

Job #: 4173
Presenter: **Susan Isaacs**
Title of Session: Day 1: Foundations Leadership Team Training and campus support/site visit observation and small group activities
Dates: July 28, 2023
Fees: \$10,600.00 inclusive of travel

Title of Session: Day 2-3: Foundations Leadership Team Training and campus support/site visit observation and small group activities
Dates: October 19-20, 2023
Fees: \$19,400.00 inclusive of travel

Presenter: **Kim Earthman**
Title of Session: Day 4-5: Foundations Leadership Team Training and campus support/site visit observation and small group activities
Dates: January 24-25, 2024
Fees: \$15,400.00 inclusive of travel

Title of Session: Day 6: Foundations Leadership Team Training and campus support/site visit observation and small group activities
Dates: February 22, 2024
Fees: \$8,600.00 inclusive of travel

Title of Session: Day 7-8: Foundations Leadership Team Training and campus support/site visit observation and small group activities
Dates: June 5-6, 2024
Fees: \$15,400.00 inclusive of travel

Additional: **Large Group Initiative (LGI) coordination service per quarter**
Dates: (July-September, October-December, January-March, April-June)
Fees: \$6,000.00 per quarter
Total: \$24,000.00 for four quarters

TOTAL FEES: \$93,400.00 inclusive of travel

The Company and the District, for the consideration set forth below, agree as follows:

1. The District agrees to pay the Company \$93,400.00 in fees for the presentations listed above. An invoice will be provided at the conclusion of each presentation. If any events fail to occur within the contracted timeline, District agrees to pay in full the fees associated with this fully executed contract.
2. There are no cancellations of services. Upon request event(s) that are unable to be attended by staff may still occur, either with or without an audience and a recording of the service(s) will be made available to the District for a period not to exceed 30 days from the time of scheduling.
3. Videotaping of sessions is not allowed without prior written permission.
4. It is the responsibility of the District to reproduce handouts.
5. Materials are offered at a discount from **Ancora Publishing**, in conjunction with consultation only. Please phone our office for details.

On-site Services Travel Policy:

- If weekly COVID-19 case rates in your county are greater than 200/100,000 the training will be conducted virtually. There is no cancellation for elevated COVID-19 infection rates.
- Should the District decide to book the day in anticipation of it being on-site and the number is and/or rises back up to the 200+ category, the fee remains at the quoted flat rate and the contracted services will immediately be shifted to a virtual delivery model. The event will be conducted on the scheduled date listed on the fully executed contract/RFP/PO.
- Safe & Civil Schools reserves the right to return to a more restricted limit for in-person training if a new, more dangerous variant emerges or other highly communicable virus.

For all virtual training sessions with Safe & Civil Schools, the District agrees to:

- Test the link at least two weeks before the day(s) of training.
- Ensure that participants have downloaded Zoom and updated to the most recent version (updates occur every few days to few weeks).
- Ensure that participants know how to access their session(s).
- Mandate or strongly encourage participants to access the sessions from a computer. Mobile devices (phones, tablets, etc.) are discouraged.

- Participants should be in their own classroom or individual setting at the time of the professional development. Participation is greater if participants have access to their own device.
- Provide directions, District standards of etiquette and participation expectation to all that will attend.
- Provide your trainer(s) with information on the vision for this initiative and anticipated outcomes associated with the session(s).
- Give participants the District vision for this initiative and ensure that campus-based administrators echo the message before and during presentations.
- In most cases, a book is required and needed during the session(s). Ensure that all participants receive the accompanying book.

On the day of each session:

- Ask participants to plan to arrive 5-10 minutes ahead of the scheduled start time to allow for any necessary troubleshooting.
- District will open the session by reminding participants of your entity’s expectations on participation and standards of engagement while taking part in the session(s).
- Prompt the attendees to have their book on-hand and use it throughout the session(s).

By signing you attest you have read and agree with all terms as written.

 Oxnard School District
 Lisa A. Franz, Director, Purchasing

 Date

 Pacific Northwest Publishing
 Matt Sprick, Chief Executive Officer

 Date

EXHIBIT A

**SAFE & CIVIL SCHOOLS
PROGRAM COST BREAKDOWN**

2023-2024

PROGRAM COST BREAKDOWN	
Total for training and travel costs for days 1-8. \$69,400 Large Group Initiative (LGI) coordination services fee per year, \$24,000. (\$6,000 per quarter)	\$93,400
Materials for Foundations \$2,800 per PK-8 Campus teams (for 20 schools)	*N/A
Additional materials and surveys as needed	\$15,100
Trends and Climate & Safety Surveys (\$1 per student/\$200 minimum charge per school)	\$14,500
TOTAL	\$123,000

*School District has the materials.



May 15, 2023

**SAFE AND CIVIL SCHOOLS FOUNDATIONS TRAINING PROPOSAL OF SERVICES FOR OSD SCHOOL BOARD
REVIEW – WEEK OF MAY 15, 2023**

For: Dr. Jodi Nocero, Director
Oxnard School District, henceforth known as “District”
Oxnard, California

Proposal Expiration Date: May 30, 2023

Note: Contract will only be generated once definitive dates of service are determined

Pacific Northwest Publishing, Inc.
dba: Safe & Civil Schools
21 W. 6th Avenue
Eugene OR 97401
(541) 345-1442 (541) 345-6431 fax

Prepared by:

Elizabeth Winford
Director of Professional Development
Safe & Civil Schools
800.323.8819
Elizabeth@safeandcivilschools.com



FOUNDATIONS IMPLEMENTATION OF SERVICES SUMMARY

Safe and Civil Schools (SCS) Foundations training will be delivered to Leadership Teams from schools from the Contracting Entity for a period of up to three years. Each year can be contracted individually and can align with your fiscal budgetary cycle.

- District may have up to 20 campuses per cohort
- Cohorts can be made up of solely elementary schools, solely secondary schools or a mixture of campuses
- District will designate at least one person for oversight of this initiative and ensure that campus teams, *including the campus administrator*, are in attendance at all training sessions. Should attendance of team(s) and/or district and campus administration vary, outcomes are highly likely to be compromised
- Each cohort will meet with a SCS trainer for:

First twelve-month cycle

- Eight days of professional development and services during the first twelve months (Year One)

Year One Services Total: Eight days total with the expected number of trips at four; one in the fall, one in the winter, one in the spring, one in the summer

Audience: It is suggested that Foundations training be offered to Behavior and Discipline Leadership Teams from each campus. The Leadership Teams should consist of the School Principal or Vice Principal responsible for discipline, and representatives from other members of the school community including teachers (representing grade levels or departments), specialists, support personnel such as playground assistants, classroom aides, bus drivers, and cafeteria personnel. If necessary, SCS can support this team building process.



FEES

On-site services: \$6,000 per day plus travel expenses

Virtual services: \$6,000 per day (no travel expenses)

****Exception to fees:*** When any of the following trainers are used, the fee will be \$8,000 for the first day plus travel expenses. ***These trainers are: Jacob Edwards, Susan Isaacs, Tricia Skyles and Jessica Sprick.***

When travel requires more than 6 hours of flights: Should a full day be required for travel, an additional fee of \$4,500 will be required per travel day.

MATERIALS

Books listed on the proposal of services are required per campus unless otherwise listed. District agrees to adhere to the copyright and order one book kit per campus that will be attending services and one kit for the District Oversight Team. Verification of purchase will take place no less than six weeks prior to the date of service. **Deadline: September 5, 2023.** If there is a failure to meet this requirement, Safe & Civil Schools reserves the right to cancel the service(s) and bill accordingly.

Additional Fees:

Safe & Civil Schools applies a Large Group Initiative (LGI) coordination service fee of \$6,000 per quarter (October-December, January-March, April-June, July-September)

On-site Services Travel Policy:

- If weekly COVID-19 case rates in your county are greater than 200/100,000 the training will be conducted virtually. There is no cancellation for elevated COVID-19 infection rates.
- Should the District decide to book the day in anticipation of it being on-site and the number is and/or rises back up to the 200+ category, the fee remains at the quoted flat rate and the contracted services will immediately be shifted to a virtual delivery model. The event will be conducted on the scheduled date listed on the fully executed contract/RFP/PO.
- Safe & Civil Schools reserves the right to return to a more restricted limit for in-person training if a new, more dangerous variant emerges or other highly communicable virus



Year 1

(Upon requested start date through the next 12 calendar months)

Service	Breakdown/Date(s)	Total per Cohort
<p>Foundations Leadership Team Training and campus support/site visit observation and small group activities</p> <p>Anticipated Trainer: Susan Isaacs & Kim Earthman</p> <p>Required Materials: Foundations kits (One per campus required and one for the District Team) – See more details on Page 4</p>	<p>Days 1-3 will be led by Susan Isaacs with Kim Earthman</p> <p>Day 1: July 28, 2023 Day 2: October 19, 2023 Day 3: October 20, 2023</p> <p>Days 4-8 will be led by Kim Earthman</p> <p>Day 4: January 24, 2024 Day 5: January 25, 2024 Day 6: February 22, 2024 Day 7: June 5, 2024 Day 8: June 6, 2024</p>	<p>For Days 1-3: \$8,800.00 per day plus \$1,800.00 per trip for travel expenses (Two trips)</p> <p>\$30,000.00</p> <p>For Days 4-8: \$6,800.00 per day plus \$1,800.00 per trip for travel expenses</p> <p>Days 4-5: \$15,400.00 Day 6: \$8,600.00 Days 7-8: \$15,400.00</p>
<p>TOTAL FOR EIGHT DAYS OF SERVICE</p>		<p>\$69,400.00 (See required materials on page 7)</p>



Foundations Materials

Required for all participating campus teams.
Materials are purchased through Ancora Publishing

**ORDER BY NO LATER THAN: September 5, 2023 TO AVOID PENALTY
OF CANCELLATION WITH FULL PAYMENT**

Service	Breakdown of Costs	Total
Materials For FOUNDATIONS (Required per campus)	Materials per campus: Foundations (1) Teacher's Encyclopedia (5) Start on Time! (1) (Secondary only) TRENDS Climate & Safety Surveys**	Approx. \$2,800.00 per PK-8 campus teams
**Required per campus - TRENDS Climate & Safety Surveys	Climate & Safety Surveys assess school stakeholders on topics such as: <ul style="list-style-type: none"> • Safety in common areas of the school <ul style="list-style-type: none"> • Social/emotional safety • Positive interactions between adults and students <ul style="list-style-type: none"> • Teaching and enforcing school rules • Attitudes about schoolwork • Frequency of major and dangerous discipline problems on campus <ul style="list-style-type: none"> • Sense of belonging and support for all school members 	\$1/student (\$200 minimum charge per school)

Specified materials are offered at a one-time 10% discount from Ancora Publishing in conjunction with training when shipped to a single location. All shipments are subject to a 7% shipping and handling fee.

Pacific Northwest Publishing, Inc.
dba: Ancora Publishing



Quote for Online Program

DATE: 5/16/2023
TO: Oxnard School District
Jennie Paraza
of pages: 1
Email: jperaza@oxnardsd.org
FROM: Jackie Hefner, Ancora Publishing (formerly Pacific Northwest Publishing)

Toll Free: 866.542.1490 - FAX 541.342.1507 - www.ancorapublishing.com

Good day,
Thank you for requesting a quote from Ancora Publishing (formerly Pacific Northwest Publishing, Inc.).

Table with 5 columns: Item, Reg. Price, Qty, Unit Price, TOTAL. Row 1: Safe & Civil Schools Climate & Safety Surveys, \$1.00, 14,500, \$1.00, \$14,500.00

Online - \$1 per student, 200 student minimum

Price includes a one-time administration of surveys for staff, students, and parents. Survey window is typically 2 weeks and can be scheduled at your convenience.

Please allow 3 weeks lead time when placing an order for Surveys for programming and setup.

Climate & Safety Surveys is an online tool that allows students, staff, and parents to convey their opinions on important variables that make up the school climate and culture. School leadership teams can develop behavioral improvement plans based on survey analyses.

TOTAL AMOUNT \$14,500.00

Price quoted is good for 60 days from the above date.

Your purchase order or check should be made out to Ancora Publishing. (Address appears at the bottom of the page.) We look forward to serving you. Please do not hesitate to contact me via phone or e-mail if you have any additional questions or if we can be of further assistance.

Thanks in advance,

Handwritten signature of Jackie Hefner

Jackie Hefner
orders@ancorapublishing.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 601 Union Street, Suite 1000 Seattle, WA 98101 206 441-6300	CONTACT NAME: Select NW Region
	PHONE (A/C, No, Ext): 877 678-5842
	FAX (A/C, No): 610-362-8530
	E-MAIL ADDRESS: Seect@usi.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Hartford Casualty Insurance Company
	INSURER B : Philadelphia Indemnity Insurance Co.
	INSURER C : Miller Insurance
	INSURER D :
	INSURER E :
	INSURER F :

INSURED
 Pacific Northwest Publishing dba
 Safe & Civil Schools, Ancora Publishing
 PO Box 50610
 Eugene, OR 97405

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/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:	X	X	52SBAAD5813	06/29/2022	06/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			52SBAAD5813	06/29/2022	06/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			52SBAAD5813	06/29/2022	06/29/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			PHSD1723998	06/29/2022	06/29/2023	\$1 Mil/\$3 Mil
C	Abuse/Molestation			B0621PPAC1020122	06/29/2022	06/29/2023	\$1 Mil/\$1 Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER Oxnard School District, Pupil Services 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #23-53 – N2Y, LLC (DeGenna/Jefferson)

N2Y, LLC will provide professional development training to Special Education Moderate Severe teachers for the On-Site Essentials: Learning Pathway for Unique Learning System.

Term of Agreement: July 1, 2023 through December 31, 2023

FISCAL IMPACT:

Not to exceed \$10,500.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-53 with N2Y, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-53, N2Y, LLC \(13 Pages\)](#)
[Proposal \(4 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-53

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of June 2023 by and between the Oxnard School District (“District”) and N2Y, LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 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, 2023** through **December 31, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Ten Thousand Five Hundred Dollars (\$10,500.00), 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: Danielle Jefferson
Phone: (805) 385.1501 x2175
Fax: (805) 385.1509

To Consultant: N2Y, LLC
PO Box 550
Huron, OH 44839
Attention: Shaun Boyle
Phone: (419) 433.9800, Ext. 1191
Email: sboyle@n2y.com

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

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

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

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

N2Y, LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #23-53

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #23-53

SERVICES

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

PER ATTACHED QUOTE #'s Q-120816 & Q-118281

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.	
C.	
D.	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #23-53

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #23-53

COMPENSATION

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

TOTAL FEE NOT TO EXCEED \$10,500.00

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 \$10,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #23-53

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #23-53

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 #23-53

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-53

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, **N2Y, LLC**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



Quote No.	Opportunity No.	Date
Q-120816	OPP-192606	4/20/2023

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Theresa McGee t2mcgee@oxnardsd.org

Bill To	Ship To
Oxnard School District 1051 South A Street Oxnard, California 93030	Oxnard School District 1051 South A Street Oxnard, California 93030

Date	Payment Terms	RFP / Contract #	Purchase Order
4/20/2023	Net 30		

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
1	PDE ONSITE	On-site Essentials Learning Pathway for Unique Learning System	New				\$5,250.00	\$5,250.00

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total: \$5,250.00
Sales Tax: \$0.00
Total: \$5,250.00

Please Note:

1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
4. n2y accepts credit cards for orders up to \$5,000 and checks or ACH payments for orders over \$5,000. Your Sales Representative would be happy to address any questions you might have regarding these policies.



Quote No.	Opportunity No.	Date
Q-120816	OPP-192606	4/20/2023

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. **Preferred:** Email your purchase order along with a copy of your Quote to sales@n2y.com. or to your Sales Representative. **Email will result in faster processing.**
2. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
3. To request to use a credit card for payment, contact n2y Sales at (419) 433-9800 or (800) 697-6575 between the hours of 8:00am-4:30pm EST, Monday-Friday.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-120816** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

n2y Math Manipulatives and Paper Kits are subject to availability.

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Shaun Boyle
Account Executive
sboyle@n2y.com
(419) 433-9800 ext. 1191



Quote No.	Opportunity No.	Date
Q-118281	OPP-191443	3/17/2023

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Theresa McGee t2mcgee@oxnardsd.org

Bill To	Ship To
Oxnard School District 1051 South A Street Oxnard, California 93030	Oxnard School District 1051 South A Street Oxnard, California 93030

Date	Payment Terms	RFP / Contract #	Purchase Order
3/17/2023	Net 30		

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
1	PDE ONSITE	On-site Essentials Learning Pathway for Unique Learning System	New				\$5,250.00	\$5,250.00

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total: \$5,250.00
Sales Tax: \$0.00
Total: \$5,250.00

Please Note:

1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
4. n2y accepts credit cards for orders up to \$5,000 and checks or ACH payments for orders over \$5,000. Your Sales Representative would be happy to address any questions you might have regarding these policies.

Quote No.	Opportunity No.	Date
Q-118281	OPP-191443	3/17/2023



NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
2. Email your purchase order either to **sales@n2y.com** or to your Sales Representative.
3. To request to use a credit card for payment, contact n2y Sales at (419) 433-9800 or (800) 697-6575 between the hours of 8:00am-4:30pm EST, Monday-Friday.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-118281** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

n2y Math Manipulative Kits are subject to availability.

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Shaun Boyle
Account Executive
sboyle@n2y.com
(419) 433-9800 ext. 1191

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-55 – Houghton Mifflin Harcourt (DeGenna/Fox)

Houghton Mifflin Harcourt will provide In-Person and Online Professional Development sessions for SIS English 3D:

1. Getting Started: Introduction to English 3D on Ed 4-12 Live Online
(One, 2 Hour Session)
2. English 3D on Ed Getting Started In-Person on Ed Follow-Up Live Online
(One, 3 Hour Session Plus Planning) 6-Hour Grade 4-12

Term of Agreement: July 1, 2023 - July 31, 2023

FISCAL IMPACT:

\$5,000.00 – Title III

RECOMMENDATION:

It is the recommendation of the Executive Director, Teaching & Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-55 with Houghton Mifflin Harcourt.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-55, Houghton Mifflin Harcourt \(5 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OSD AGREEMENT #23-55

HMH SERVICES AGREEMENT

This Agreement dated as of **6/21/2023** (the “Effective Date”), is by and between Houghton Mifflin Harcourt Publishing Company, located at 125 High Street, Boston, Massachusetts 02110 (“HMH”) and **Oxnard School Dist** located at **1051 S A St, Oxnard, CA, 93030-7442** (the “Customer”) (individually referred to as the “Party” or collectively as the “Parties”).

WHEREAS Customer desires to purchase the Services from HMH and HMH desires to perform such Services on the terms and conditions set forth in this Agreement, including Exhibit A, and subject to the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase>.

NOW THEREFORE, The Parties hereby agree as follows:

- 1. Services.** Subject to Customer’s payment of the Fees, HMH shall provide the Services on the Services Dates indicated above. Any TBD Services Dates must be delivered within twelve (12) months of the Effective Date of this Agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer.
- 2. Fee.** Customer agrees to pay the Fee for the Services. All invoices shall be paid within thirty (30) days of receipt. If such payments are not made within thirty (30) days, HMH may terminate this Agreement upon thirty (30) days prior written notice of such breach, unless such breach is promptly cured.
- 3. Term.** The term of this Agreement shall begin on the Effective Date and extend for a period of one (1) year or until such time as the Services have been delivered, whichever shall first occur.
- 4. Scheduling.** The Scheduling of Services to be delivered on specified dates (“Services Dates”) shall be outlined in the attached Exhibit A. Services to be delivered on dates to be determined (“TBD Dates”) must be delivered within twelve (12) months of HMH’s receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact HMH at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. HMH cannot guarantee availability of dates for specific consultants. The rescheduling and/or cancellation of Services may incur penalties as set forth in the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase/services>.
- 5. Intellectual Property; Prohibition on Reproduction.** The intellectual property contained in the HMH Services is considered “Confidential and/or Proprietary Information” to HMH and are protected by copyright and other intellectual property rights. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of HMH. Participants may be asked to leave if they engage in this activity and will be required to delete any unauthorized recordings.
- 6. General.** All other terms of this Agreement are governed by the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase>.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement

Oxnard School Dist

HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY

By: _____

By: Lisa A. Jacobson

Title: Lisa A. Franz
Director, Purchasing

Title: Lisa Jacobson, Sr Director, Bids and
Contracts

Date: _____

Date: June 9, 2023

Exhibit A

HMH Cost Proposal # 008692747



Houghton Mifflin Harcourt

Proposal #008692747

Prepared For

Oxnard School District

Attention:

Maritza Avila

mavila@oxnardsd.org

For the Purchase of:

English 3D on Ed PD

Prepared By

Elizabeth Hebgen

liz.hebgen@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Maritza Avila
mavila@oxnardsd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Oxnard School District English 3D on Ed PD

ISBN	Title	Price	Quantity	Value of All Materials
Professional Services - SIS English 3D				
Getting Started				
1798613	9780358470359 Getting Started: Introduction to English 3D on Ed 4-12 Live Online 2-Hour <small>This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed.</small> <small>Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.</small>	\$800.00	1	\$800.00
1641893	9780544812956 English 3D on Ed Getting Started In-Person (One, 3 HR Session Plus Planning) 6-Hour Grade 4-12 <small>This three-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. An HMH Coach will provide the introductory Getting Started session to teachers in the morning and offer facilitated planning and Q&A time in the afternoon.</small> <small>Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.</small>	\$4,200.00	1	\$4,200.00

Total for Getting Started

Total for Professional Services - SIS English 3D	\$5,000.00
---	-------------------

Total Savings:	\$0.00
Subtotal Purchase Amount:	\$5,000.00
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Proposal (PO Amount):	\$5,000.00

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Maritza Avila
mavila@oxnardsd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Oxnard School District English 3D on Ed PD

Total Cost of Proposal (PO Amount): \$5,000.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Oxnard School District 1051 S A St Oxnard, CA 93030-7442	Sold to: Oxnard School District 1051 S A St Oxnard, CA 93030-7442
---	---
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/9/2023

Proposal Expiration Date: 6/23/2023



Houghton Mifflin Harcourt

Send **Check Payments** to:
 Houghton Mifflin Harcourt Publishing Company
 14046 Collections Center Drive
 Chicago, IL 60693

Attention:
 Maritza Avila
 mavila@oxnardsd.org

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary

008692747 Sold:0000332090 Ship:0000332090

Page 3 of 3

Please submit this form with your purchase order

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-56 – Learning Without Tears (DeGenna/Fox)

Learning Without Tears will provide two (2) live-virtual trainings to Transitional Kindergarten (TK) teachers to support the implementation of the “Getting Set for School Pre-K Curriculum” program. The training will focus on the use of music, hands-on manipulatives, and technology to help students develop the emergent writing skills needed for kindergarten readiness.

Training Dates: July 18 & 19, 2023

FISCAL IMPACT:

Not to exceed \$2,100.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Executive Director, Teaching & Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-56 with Learning Without Tears.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-56, Learning Without Tears \(2 Pages\)](#)
[Quote #Q-55012 \(2 Pages\)](#)

LWTears.com | 402.492.2766 | Fax 402.933.7199

Sponsoring Organization: []

Contact Name: [Dr. Aracely Fox] Email: [a2fox@oxnardsd.org]

Street Address: [1051 South A Street]

City, State, Zip: [Oxnard, CA 93030]

Office Phone: [805-385-1501] Ext: [2304] Cell Phone: []

Bill To: [Oxnard School District] Billing Email (required): [accountspayable@oxnardsd.org]

Billing Address (City, State & Zip) (**where final bill should be sent**):

[1051 South A Street, Oxnard, CA 93030]

Federal, Title or Grant funding? Yes No Preferred Current Fiscal Year Billing? Yes No

For Learning Without Tears Use Only

Professional Services Fee: _____ Date Issued: _____ Quote # _____
Professional Services are billed once the agreement is countersigned and returned to the sponsor. (Valid for 6 months from date of issue)

Requested Date of Professional Services: []

Requested Hours of Professional Services: [] to []

Date(s) will be finalized once a presenter has been confirmed by Learning Without Tears and the agreement has been countersigned.

Professional Services Type: []

Requested Date of Professional Services: []

Requested Hours of Professional Services: [] to []

Professional Services Type: []

- The sponsor's responsibility agrees to a maximum of 5 weeks
I would like keyboarding in our classrooms and the sponsor's responsibility agrees to the internet access for the presenter and all weeks and weeks should bring in our classrooms
The electronic sponsor's responsibility reschedules or cancels the sponsor's responsibility is responsible for all non-reimbursable travel-related expenses and any costs related to ordered and shipped training materials cancellation is in one month the scheduled responsibility will be responsible for a \$500 cancellation fee in addition to all non-reimbursable travel-related expenses and any costs related to ordered and shipped training materials

4. Force Majeure: Neither party or the consortium representatives shall be liable for any failure to perform its obligations due to such failure by means of Acts of Nature including but not limited to fire, flood, earthquake, storm or hurricane, or any other cause beyond the control of the parties, including but not limited to terrorism, war, rebellion, insurrection, riot, civil unrest, military or air force action, labor disputes, strike, lockout or interruption or failure of electricity or telephone service.

Consented and agreed to by:

Consented and agreed to by:

Consortium Representative

____ Representative

Lisa A. Franz, Director, Purchasing

LEARNING Without Tears®

Prepared For
Oxnard School District

Quote Number: Q-55012
Quote Date: 5/18/2023
Valid Through: 6/17/2023

Ship To	Bill To
Shipping Name: Oxnard School District Shipping Address: 1051 S A St Oxnard, California 93030-7442 United States	Billing Name: Oxnard School District Billing Address: 1051 S A St (if different) Oxnard, California 93030 United States

Primary Contact	Digital Products Administrator
Name: Katherine Leppaluoto Title: Kindergarten Teacher Phone: 8053851501 Email: kleppaluoto@oxnardsd.org	Name: Title: Phone: Email:

Sales Contact	
Name: Marguerite Pollard Phone: (916) 799-8703 Email: marguerite.pollard@lwtears.com	PO Number:

Special Instructions

Ordering Options:
1. Order online at LWTears.com
2. Please submit your authorized Purchase Order with this Quote via online upload, email or mail: Online Upload: http://www.LWTears.com/support/submit-purchase-order eMail: mailto:emailorders@LWTears.com Mail: Learning Without Tears 806 W. Diamond Ave. Suite 230 Gaithersburg, MD 20878
3. To pay by credit card, please call Customer Care at 888.983.8409 and press extension 1. If possible, please have your quote number handy as a reference.
Thank you for choosing Learning Without Tears to support you!

LEARNING Without Tears®

Product Code	ISBN	Description	Grades	List Price	Your Price	Quantity	Total
ZXVIRTFULL		One Virtual Professional Development Full Day	NA	\$2,100.00	\$2,100.00	1	\$2,100.00
Subtotal Before Discount							\$2,100.00
Total Savings							\$0.00
Subtotal							\$2,100.00
Estimated Shipping and Handling Within US: 10% of subtotal (\$6.50 minimum); AK, HI, APO/FPO: 15% of subtotal (\$7.50 minimum); Outside US: 15% of subtotal (\$20.00 minimum)							\$0.00
Estimated Sales Tax (if not tax exempt) For all states excluding AK, DE, MT, NH and OR, please add appropriate state and local tax based on delivery address. If you are a tax-exempt entity, please send your tax-exempt certificate with your order.							
TOTAL							\$2,100.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-57 – Stephanie Enriquez, M.A. (DeGenna/Fox)

Stephanie Enriquez, M.A. will provide in person support for implementation of the History/Social Science Framework.

Term of Agreement: August 10, 2023 through August 11, 2023

FISCAL IMPACT:

Not to exceed \$2,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Executive Director, Teaching & Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-57 with Stephanie Enriquez, M.A.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-57, Stephanie Enriquez, M.A. \(13 Pages\)](#)
[Proposal \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-57

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of June 2023 by and between the Oxnard School District (“District”) and Stephanie Enriquez, M.A. (“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 10, 2023 through August 11, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, shall not exceed Two Thousand Dollars and Zero Cents (\$2,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Aracely Fox
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant: Stephanie Enriquez, M.A.
4858 Lafayette Stret
Ventura, CA 93003
Phone: (805) 889.2539
Fax:
Email: sdenriquez4@gmail.com

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

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

STEPHANIE ENRIQUEZ, M.A.:

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 #23-57

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #23-57

SERVICES

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

PER ATTACHED PROPOSAL

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

PER ATTACHED PROPOSAL

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #23-57

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #23-57

COMPENSATION

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

Total Compensation Not to Exceed \$2,000.00

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

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

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

IV. The total compensation for the Services shall not exceed \$2,000.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #23-57

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #23-57

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 #23-57

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-57

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

**Proposal for Professional Development
Facilitated by
Stephanie Enriquez, M.A.
to
Oxnard Elementary School District (2023)**

Support for History-Social Science Framework Implementation

Goals: Provide opportunities and materials on the CA History-Social Science Framework

Participants:
18 teachers

Duration:
August 10 two sessions courses
August 11 two sessions courses

Date(s)	Deliverables	Cost
<p>August 10 August 11</p>	<ul style="list-style-type: none"> • Provide in person support for implementation of History-Social Science Framework • Creation of resource materials • Student creation <ul style="list-style-type: none"> ○ Printed materials will be provided by district 	<ul style="list-style-type: none"> • Creation of resource materials collaboration in person materials
		Not to exceed: \$2,000

Provided by: Stephanie Enriquez, M.A.
Education Consultant
4858 Myrtle Street
Oxnard CA 93000

Email: sdenriquez4@gmail.com

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #22-05 and Approval of Agreement #23-58 for 2023 Pavement Rehabilitation Project – Lopez & McAuliffe (Mitchell/Miller)

Formal bids were solicited for Bid #22-05, 2023 Pavement Rehabilitation Project, pursuant to Public Contract Code 20110. Two bids were received and opened at 2:00 p.m., Thursday, May 25, 2023.

It is requested that the Board of Trustees award Bid #22-05, 2023 Pavement Rehabilitation Project, and enter into Agreement #23-58 with BC Rincon Construction Inc. as the lowest, responsive, responsible bidder, in the amount of \$320,994.96.

FISCAL IMPACT:

\$320,994.96 – 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 #22-05, 2023 Pavement Rehabilitation Project, and enter into Agreement #23-58 with BC Rincon Construction Inc., in the amount of \$320,994.96.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

[Agreement #23-58, BC Rincon Construction Inc. \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT



School/Dept: Lopez & McAuliffe
Project Description: 2023 Pavement Rehabilitation Project
OSD BID NO. 22-05

BIDDERS	LOPEZ	MCAULIFFE	TOTAL
BC Rincon Construction	62,453.21	258,541.75	320,994.96
Pavewest	94,781.00	525,328.50	620,109.50

SECTION 00310

AGREEMENT #23-58

THIS AGREEMENT is made this 21st day of June 2023, 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 **BC RINCON CONSTRUCTION INC.**, hereinafter called the “Contractor”, with a principal place of business located at 67 East La Loma Avenue, Somis, CA 93066.

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 #22-05
2023 Pavement Rehabilitation Project – 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 23, 2023	August 7, 2023
Lopez	June 23, 2023	August 7, 2023
<u>TOTAL CONTRACT PERIOD:</u>		
Construction	June 23, 2023	August 7, 2023
Closeout/Punch List items	July 31, 2023	August 7, 2023

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 Twenty Thousand Nine Hundred Ninety-Four Dollars and Ninety-Six Cents) (\$320,994.96). The Contract Price is based upon the Contractor's Base Bid Proposal. 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: _____
Valerie Mitchell, Assistant Superintendent,
Business & Fiscal Services

By: _____

Name: _____

Title: _____
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #22-06 and Approval of Agreement #23-60 for 2023 Painting Project – Kamala & Marina West (Mitchell/Miller)

Formal bids were solicited for Bid #22-06, 2023 Painting Project – Kamala & Marina West, pursuant to Public Contract Code 20110. Eight bids were received and opened at 2:00 p.m., Wednesday, May 24, 2023.

It is requested that the Board of Trustees award Bid #22-06, 2023 Painting Project – Kamala & Marina West, and enter into Agreement #23-60 with A.J. Fistes Corporation as the lowest, responsive, responsible bidder, in the amount of \$254,400.00.

FISCAL IMPACT:

\$254,400.00 – 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 #22-06, 2023 Painting Project, and enter into Agreement #23-60 with A.J. Fistes Corporation, in the amount of \$254,400.00.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

[Agreement #23-60, A.J. Fistes Corporation \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

School/Dept: Kamala & Marina West
Project Description: 2023 Painting Project
OSD BID NO. 22-06



BIDDERS	KAMALA	MARINA WEST	TOTAL
Cam Painters	136,800	120,000	256,800
Color New Co.	140,000	150,000	290,000
Economos Painting	241,000	237,700	478,700
A.J. Fistes Corp.	117,500	136,900	254,400
Pacific Contractors Group	192,000	192,000	384,000
Perfection Painting Co.	195,000	223,000	418,000
US National Corp.	188,680	182,890	371,570
VLA Construction	190,000	181,000	371,000

SECTION 00310

AGREEMENT #23-60

THIS AGREEMENT is made this 21st day of June 2023, 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 **A.J. FISTES CORPORATION**, hereinafter called the “Contractor”, with a principal place of business located at 1244 N. Gaffey Street, San Pedro, CA 90731.

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 #22-06
2023 Painting Project
(Kamala & Marina West)

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-eight (48) 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>
Kamala School	June 24, 2023	August 6, 2023
Marina West School	June 24, 2023	August 6, 2023
<u>TOTAL CONTRACT PERIOD:</u>		
Construction	June 24, 2023	August 6, 2023
Closeout/Punch List items	August 7, 2023	August 11, 2023

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 **Two Hundred Fifty-Four Thousand Four Hundred Dollars and No Cents (\$254,400.00)**. 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: _____
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services

By: _____

Name: _____

Title: _____
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-61 – Dr. Cory Hills (DeGenna/Shea)

Dr. Cory Hills will provide workshops where students craft original stories, set them to music, and perform the stories for fellow classmates. This activity will rotate through the ten (10) K-5 elementary schools in the Oxnard School District.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed: \$93,310.00 - ELOP

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-61 with Dr. Cory Hills.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-61, Dr. Cory Hills \(13 Pages\)](#)
[Proposal \(4 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-61

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of June 2023 by and between the Oxnard School District (“District”) and Dr. Cory Hills (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2023 through June 30, 2024** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Ninety Three Thousand Three Hundred Ten Dollars and Zero Cents (\$93,310.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Ginger Shea
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant: Dr. Cory Hills
600 Town Center Drive
Costa Mesa, CA 92626
Phone: (773) 332.7576
Fax:
Email: splatboombang@gmail.com

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

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

DR. CORY HILLS:

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 #23-61

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #23-61

SERVICES

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

PER ATTACHED PROPOSAL

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

PER ATTACHED PROPOSAL

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #23-61

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #23-61

COMPENSATION

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

Total Compensation Not to Exceed \$93,310.00

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

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

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

IV. The total compensation for the Services shall not exceed \$93,310.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #23-61

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

~~Nurses, Therapists~~

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

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

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

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

Not Project Related

Project #23-61

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 #23-61

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-61

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Percussive Storytelling Proposal for Oxnard School District Summer 2023; School Year 2023-2024

Submitted by Dr. Cory Hills, D.M.A.

2023-2024 School Year
Total Requested: \$75,950

The Business: Percussive Storytelling

What are the basics?

- A residency that rotates among ten K-5 elementary after-school sites (precise schedule to be determined).
- Each school site will be broken down into three or four grade groups (sessions). While differing at each site, the *approximate* breakdown would be (1, 2, 3, 4-5 or 1, 2, 3) with preference given to lower grades.
- The groups will meet for approximately 35-40 minutes as determined by the individual school sites.

What do you pay?

- \$75,950 – \$217/session (not to exceed 350 sessions).
- This fee is all inclusive (mileage, materials, insurance).

What do you get?

The Art: Frankie the Otter

A program based on friendship, inclusivity, and the power of community.

*This program is sponsored in part by the Gretsch Residency
in Children's Music at the Fred Rogers Institute.*

Frankie the Otter contains four main stories, dozens of other stories, and supplemental games and activities. Each of the stories have multiple themes that are all related to the overall concept and scope of the program. The stories and main themes are:

Cory from Cali

- Individuality
- Self-Respect
- Self-Confidence

Peacock and Quetzal

- Leadership
- Community
- Empathy

Down by the Bay

- Play
- Problem-Solving
- Imagination
- Critical Listening

Stuie the Tui

- Friendship
- Curiosity
- Active Listening

What will we do?

My time with each class would be broken down into three parts. The first would be playing a percussive story, such as *Cory from Cali*.

<https://vimeo.com/753362310>

The second would be discussing the themes and doing a short activity centered on those themes, such as the Imitation Sound Challenge.

<https://vimeo.com/753697734/904d0ae799>

The third would be to actively create our own stories, in our own voice. Over the course of our time together, students will create interdisciplinary arts projects that fuse elements of creative writing (ELA) with music performance and composition, as well as additional SEL components. This residency, and its parts (performing, creating, listening/responding, and interacting/connecting), touch on each of the California standards for music.

What will we create?

Rhythms, beats, melodies, and percussive stories! We will write and discuss many stories during our time together, as well as develop class stories; written by students, composed by students, and performed by students (with a little help from me!). In the residency, we operate without hierarchy; meaning, I am not the boss. Instead, we all have equal voices when creating stories and composing music. I have found that this egalitarian approach helps students relax so they can focus more clearly on the intended artistic and educational concepts.

Speaking of the sounds, I will provide all percussion instruments, which includes dozens of instruments, drums, mallets, and more. Part of the inclusive fee helps offset the cost of purchasing certain instruments, repairing or replacing broken instruments, mallets, paper, pencils, and other intangible items. It should be noted that these residencies can be quite loud. Please let me know if there are any students with noise sensitivities. In addition, I would like to discuss an opportunity to showcase the work of the students.

Summer and/Spring Session: Total: \$17,360

What are the basics?

- A residency that rotates among the various elementary after-school sites during summer and/or spring (precise schedule to be determined).
- Each school site will be broken down into three or four grade groups (sessions). While differing at each site, the *approximate* breakdown would be (1, 2, 3, 4-5 or 1, 2, 3) with preference given to lower grades.
- The groups will meet for approximately 35-40 minutes as determined by the individual school sites.

What do you pay?

- \$17,360 – \$217/session (not to exceed 80 sessions).
- This fee is all inclusive (mileage, materials, insurance).

Assemblies: Total: \$6,000

What are the basics?

- An award-winning assembly at the ten K-5 school sites where after-school work will be completed (see above section of proposal).
- Two assemblies will be performed at each school site with an approximate breakdown of K-2 and 3-5. Details to be coordinated with principals.
- Students from the after-school program will be integrated into the assemblies.

What do you pay?

- \$6,000 – \$300/assembly (20 assemblies total)

Artist Bio - Cory Hills

Multi-percussionist, composer, and Grammy award-winning artist Cory Hills thrives on breaking down musical barriers through creative, interdisciplinary projects. He has received degrees from Northwestern University, Queensland Conservatorium, and the University of Kansas, and was awarded a research fellowship to Institute Fabrica. Currently, Hills is an active performer, composer, and recording artist in Los Angeles, as well as a member of the Los Angeles Percussion Quartet.

An advocate of new music, Hills has individually commissioned and premiered over 150 new works for percussion. He has given solo and chamber recitals across Europe, Australia, New Zealand, The United States, Mexico, and China. An advocate for percussion as an artistic discipline, Hills has been the artist-in-residence at Rocky Mountain National Park, a fellow at the OMI international artist's colony, artist-in-residence with Eighth Blackbird, and the inaugural resident for social practice fellowship through the National Endowment of the Arts and the state of Colorado.

Hills is the creator of Percussive Storytelling, a national award-winning arts program that brings classical music and storytelling to children in low-income communities. The program recently marked its 850th performance, and has reached more than 215,000 children in ten countries. Hills has released two award-winning albums (*The Lost Bicycle*, *Drum Factory*), and three children's books (*The Lost Bicycle*, *Beatrice and the POGs*, *Beatrice and the Search for the Orb*). Through Percussive Storytelling, Hills was named as the inaugural Gretsch Fellow in Children's Music at the Fred Rogers Center for 2021-2022, as well as a recipient of a 2022 Individual Artist Fellowship through the California Arts Commission.

For more information, please visit www.splatboombang.com.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-62 – IXL Learning (DeGenna/Fox)

IXL is a Tier 2 math intervention program that will support the learning of K-5 students across Oxnard School District. Its research-based structure and data analysis tools make it an excellent complement to first instruction in the classroom. IXL Learning will provide virtual Professional Development to K-5 math teachers.

Term of Agreement: July 1, 2023 through July 31, 2024

FISCAL IMPACT:

Not to exceed \$3,585.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Executive Director, Teaching & Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-62 with IXL Learning.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-62, IXL Learning \(3 Pages\)](#)
[Quote \(1 Page\)](#)



May 25, 2023

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404 (USA)

SUBSCRIPTION INFO

Salesperson	Account #	Quote #	Quote valid until
Dave Guziak	A22-3706851	3706851-2023-005	June 25, 2023

Invoice date
July 1, 2023
Price: \$3,585 3 Professional Development: IXL Core PD Package

*Price valid until
June 25, 2023*

COMMENTS OR SPECIAL INSTRUCTIONS

Bill to:
Oxnard Elementary School District
1051 S A St
Oxnard, CA 93030-7442

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

Lisa A. Franz, Director, Purchasing

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free 1.855.255.8800 | Direct 1.650.372.4300 | E-mail orders@ixl.com
Completed sales contracts should be faxed to 1.650.372.4301 or e-mailed to orders@ixl.com.



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at 1.650.372.4300.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
 - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.



PROFESSIONAL LEARNING SERVICES QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 3706851-2023-005
DATE: MAY 22, 2023

TO:
Alison Raigoza
Oxnard Elementary School District
1051 S A St
Oxnard, CA 93030-7442

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	QUOTE VALID UNTIL
Dave Guziak	A22-3706851	June 22, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3	Professional Development: IXL Core PD Package	\$1,195.00	\$3,585.00
SUBTOTAL			\$3,585.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$3,585.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 3706851-2023-005. For international accounts, we can accept wire transfers for an additional fee.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-63 – Tawni’s Ponies & Petting Farm Inc. (DeGenna/Shea)

Tawni’s Ponies & Petting Farm Inc. will provide extra enrichment for students in the Oxnard School District during the Summer Program.

Term of Agreement: July 5, 2023 through July 28, 2023

FISCAL IMPACT:

\$11,100.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-63 with Tawni’s Ponies & Petting Farm Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-63, Tawni's Ponies & Petting Farm Inc. \(1 Page\)](#)
[Invoice #375 \(2 Pages\)](#)



Tawni's Ponies & Petting Farm, Inc. Animal World Petting Zoo

Office: (805) 524-5181
Service Request/ Invoice

Today's Date 5/25/23 Event Dates Wedo 7/12, 19, 26 12:00-4:30
Time of Event _____ to _____ Fri. 7/17, 24, 21, 28 12:00-4:30
Services Camp Petting Zoo Tues. 7/18, 25 9:00-12:00
Price \$ _____
50% deposit \$ _____ **CASH** amount Due On or Before Day of Event \$ _____

Customer Oxnard Summer Program
Phone# 805 385 1501 ex 2324
Cell# _____
Fax# _____
Contact Name Judy Orejil jorejel@oxnardsd.org
Address Different school locations - Oxnard -
Street City Zip

Directions _____
Cross Streets _____
Occasion Summer camp
Guest of Honor Kids ♡ # of Guests _____
Water at event Yes _____ No N/A
Shaded Area for Animals Yes _____ No I bring canopy
Parking for a 24ft. Trailer Yes X No _____
Area for Animals dirt _____ grass X pavement _____
Distance from trailer to party location N/A
Any Obstacles; narrow, steep or windy streets; stairs; gates; N/A
Will there be any volunteers available to assist us? Yes _____ No N/A

Please make checks payable to: **Tawni's Ponies**
Please Mail check and signed conformation to: **202 E. Guiberson Rd.**
Fillmore, CA 93015

- *15% gratuity is greatly appreciated by the staff of Tawni's Ponies & Animal World Petting Zoo N/A
- *Attention: A 70 lbs. weight limit will be enforced unless otherwise discussed prior to the event. N/A
-no ponies
- *Please pay with cash 15 minutes before the end of your party time, so we do not interrupt your party!
- *Cancellation Policy: Deposits are non-refundable. If animal visits get cut short due to rain, the full amount is due. If cancellation is received 24 hours before the event, client can reschedule for another date, if available, otherwise the deposit is forfeited.
- *There will be an additional \$50 fee for setup areas more then 50 feet from our trailer!!

Please initial here _____ that you have read, understand, and agree to all terms and policies listed above.
Confirmation Signature Lisa A. Franz Director, Purchasing Date _____

Thank you for your business we look forward to seeing you!!!



Please make checks payable to~ Tawni's Ponies
 202 E. Guiberson Rd.
 Fillmore, Ca 93015
 www.animalworldpettingzoo.com
 805 279-7780
 Tawniangel@gmail.com
 Animalworldpettingzoo.com

Invoice

Tawnis Ponies & Petting Farm, Inc.

Bill To: Oxnard School District
 jorejel@oxnardsd.org
 1051 South "A" Street
 Oxnard, CA 93030
 805-385-1501;2324

Invoice No: 375
 Date: 05/11/2023
 Terms: NET 57
 Due Date: 07/07/2023

Description	Quantity	Rate	Amount
Summer Program Proposal 2023 Deluxe Petting Zoo Ducks, chickens, mama goats w/ babies, sheep and mini donkey or mini cow or alpaca \$850 first 2 hours , \$200 each additional hour Wednesday: 7/12, 19, 26 Friday: 7/7, 14, 21, 28 (7 dates total I included 7/7 let me know if you want it) 11:30 setup 12:00-4:30	7	\$1,350.00	\$9,450.00
Deluxe Petting Zoo Ducks, chickens, mama goats w/ babies, sheep and mini donkey or mini cow or alpaca \$850 first 2 hours , \$200 each additional hour Tuesdays 7/18, 7/25 9:00-12:00 (morning zoo's)	2	\$1,050.00	\$2,100.00
Multiple booking discount ***	1	\$0.00	\$0.00

Payment Details

Please make check payable to:

Tawnis Ponies and Petting Farm, Inc.
202 E. Guiberson Rd.
Fillmore, Ca 93015

We also accept
Venmo - @Tawni-Angel
Zelle - Tawniangel@gmail.com

Subtotal	\$11,550.00
Discount	-\$450.00
Includes TAX 0%	\$0.00
Total	\$11,100.00
PAID	\$0.00

Balance Due \$11,100.00

Thank you so much!!!

Deposit due 05/11/2023 \$5,550.00

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #22-07 and Approval of Agreement #23-64 for Integrated Electronic Communications & Clock Network Replacement Project (Mitchell/Miller)

Formal bids were solicited for Bid #22-07, Integrated Electronic Communications & Clock Network Replacement Project, pursuant to Public Contract Code 20110. One bid was received and opened at 10:00 a.m., Friday, June 2, 2023.

It is requested that the Board of Trustees award Bid #22-07, Integrated Electronic Communications & Clock Network Replacement Project, and enter into Agreement #23-64 with Pacificom as the lowest, responsive, responsible bidder, in the amount of \$676,000.00.

FISCAL IMPACT:

\$676,000.00 – 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 #22-07, Integrated Electronic Communications & Clock Network Replacement Project, and enter into Agreement #23-64 with Pacificom, in the amount of \$676,000.00.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

[Agreement #23-64, Pacificom \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT



School/Dept: Various Sites

Project Description: Integrated Elec Comm & Clock Network Replacement Project

OSD BID NO. 22-07

BIDDERS	BASE BID TOTAL (13 SITES)
PacifiCom	676,000

SECTION 00310

AGREEMENT #23-64

THIS AGREEMENT is made this 21st day of June 2023, 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 **PACIFICOM**, hereinafter called the “Contractor”, with a principal place of business located at 330 N. Wood Road, Suite L, Camarillo, CA 93010.

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 #22-07
Integrated Electronic Communications & Clock
Network Replacement Project

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 **two hundred eighty-one (281) 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>
Integrated Electronic Communications & Clock Network Replacement Project	June 24, 2023	March 31, 2024

TOTAL CONTRACT PERIOD:

Construction	June 24, 2023	March 31, 2024
Closeout/Punch List items	March 16, 2024	March 31, 2024

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 **(Six Hundred Seventy-Six Thousand Dollars and No Cents) (\$676,000.00)**. The Contract Price is based upon the Contractor’s Base Bid Proposal. 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: _____
Valerie Mitchell, Assistant Superintendent,
Business & Fiscal Services

By: _____

Name: _____

Title: _____
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-66 – Orenda Education (DeGenna)

Orenda Education will lead an Equity Study in partnership with Oxnard School District. The Equity Study is a baseline to help Fremont Academy and District leaders understand the systems and conditions producing current student outcomes and uncover hidden barriers, particularly for the most vulnerable students.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$134,625.00 – Comprehensive Support and Improvement

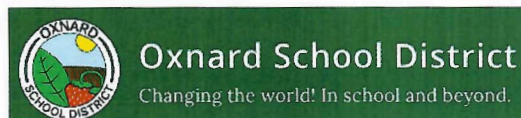
RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-66 with Orenda Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-66, Orenda Education \(11 Pages\)](#)

OSD AGREEMENT #23-66



**OXNARD SCHOOL DISTRICT
2023-2024
PARTNERSHIP PLAN #024-110**

To: Dr. Ana De Genna
Associate Superintendent, Educational Services
adegenna@oxnardsd.org

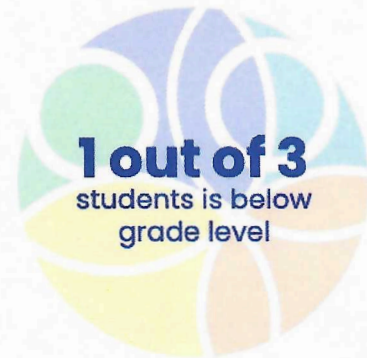
From: Genny Sosa
Senior Director of Education Partnerships
genny@orendaed.org

Date: May 12, 2023



The Challenge

Every year, 2 million of California's 6 million students are not qualified for college upon graduating high school. For decades, the gap between white students and our most vulnerable student populations has persisted. As a result of the pandemic, the gap has increased.



Equity Gap >> Achievement Gap

The root cause of the achievement gap, the disparity in academic performance between different student populations. It is not simply that the same groups of students happen to perform better or worse every year. When we peel back the layers of the systems and practices of districts and schools, we see that some student populations are better set up to succeed while failure is normalized for other student populations, which points to an equity gap.

The Orenda Difference >> Educational Equity For All Students

For over 25 years, Orenda Education has transformed educational systems in the most vulnerable districts in California. Our mission is to ensure that all students receive a premium education that is TRUE, RIGHT, and JUST! We achieve this by partnering with district and school teams to build and refine systems and practices that are grounded in equity, driven by data, and sustained through collaborative learning. Our nested system is designed to support all levels of district staff from the board room to the classroom. With our guidance, every one of our partners has had transformational school-wide student outcomes.

Orenda Education provides both breadth and depth in professional development related to leadership development.

Orenda is an experienced provider in partnering with school and district leaders to provide professional development programs customized to meet the unique needs of schools, clusters of schools or districts. Orenda is the school improvement division



of Think Together, a 501 c3 nonprofit corporation, the largest afterschool provider in the state.

Orenda's systems approach is Teach Lead Counsel (TLC). TLC provides equity-based systemic changes to schools, so improvement is continuous and sustainable.

- **TEACH** builds a powerful teaching and learning system by designing grade-level curriculum, common assessments and instructional strategies while enabling educators to reflect and reassess their methods.
- **LEAD** builds the capacity of site and district leaders through a scholarly and technical approach to support the school conditions for staff and students to reach achievement targets.
- **COUNSEL** builds the student support services division of the school community where staff use actionable college readiness indicator data via Orenda's monitoring software to measure student progress towards college and career readiness.

The TLC model currently serves schools with a high-impact, in-person, or virtual, systems-driven approach to improve academic achievement for underserved students. The methodologies use data to guide teachers, administrators, and school counselors to ensure that students are mastering grade-level curriculum and are on-track to graduating high school, prepared for college and career ready.

The TLC approach uniquely targets interventions to all levels and professions within an educational community, and not only to teachers, which is more common in the field. This "nested" approach is one of the keys to success towards sustainable, systemic improvement for the entire district.

Oxnard School District (OSD) is a K-8 district in Ventura County. The district serves over 14,380 students, of which 85.7% are socioeconomically disadvantaged and 50.3% are learning English as a second language. Oxnard School District is interested in



engaging Orenda to submit a proposal for an Equity Study Needs Assessment and CSI support for Fremont Academy of Environmental Science and Innovative Design.

PROPOSED SCOPE OF WORK

From August 2023 through June 2024, Orenda will provide the following services to OSD:

1. **Equity Study** – Beginning August 2023, Orenda will lead an Equity Study in partnership with Oxnard SD. The Equity Study serves as a baseline to help Fremont school and district leaders understand the systems and conditions that are producing current student outcomes and uncover hidden barriers, particularly for the most vulnerable students. The study informs an action plan that maximizes results for students and looks to answer the following questions:

- What is the current student success profile?
- What systems best explain the student success profile?
- What can be done to accelerate student success?

During this study, a team of Orenda Achievement Specialists will conduct the following activities:

a. Frontloading sessions to outline the approach and logistics of the Equity Study and ensure the OSD leadership team is fully engaged in the initiative. Frontloading sessions may include other educational partners including district office team members and teacher union representatives. Sessions will also cover communication strategy, timeline, principal and district roles and responsibilities, shared platforms, etc.

b. Data gathering and analysis: Activities include focus group interviews, staff surveys, and student shadowing which are designed to help paint a complete picture of the student experience. Students representing target student groups and all achievement profiles are selected at random by site administration.



- **Staff Surveys:** These are done by teachers, counselors, support staff, and administrators before the team arrives on campus. This provides some basic information about instructional practices that acquaints the team with the school.
- **Focus Groups Interviews:** Designed to get input from staff members in each subject. Staff will be asked a series of questions about the instructional systems at the site. If possible, Orenda spends at least 50 minutes with each group of teachers representing different grade/content areas.

Focus groups include:

- Site Administrators
 - Counselors/Wrap Around Service Providers
 - Certificated Teaching Staff
 - Classified Staff (optional)
 - Students (optional)
 - Parent Representatives (optional)
- **Student Shadowing:** Designed to experience a “day in the life” of the students. Student shadowing is confidential, and students should not know that they are being shadowed. Orenda asks that you provide a sampling of students by grade level for each student group.

c. Quantitative data gathering and analysis: Conducted offsite by a team of Achievement and Data Specialists in collaboration with site and district staff. The information collected from staff surveys, focus group interviews and student shadowing process is triangulated with school and district data to uncover the hidden barriers to student achievement.

- Please note that in order to meet the proposed timeline of events listed below, the Oxnard SD data team will need to fulfill Orenda’s data requests within 2 weeks of the initial communication.

d. Report: Following the data collection and analysis, Orenda will share a report that includes findings and actionable recommendations no later than **November 2023**. At the completion of the studies, the Oxnard SD Leadership team will receive an individual report findings and recommendations for next steps.



2. Site Study Reveal –Orenda Achievement Specialists will present the results of the individual school studies for Fremont MS. The presentation will reveal each school’s achievement story that answers the three preliminary questions of the study:

- a. What is the student success profile?
- b. What systems explain the student success profile?
- c. What can be done to accelerate student achievement?

3. Administrator Power Clinics/Cabinet Frontloading – Two Orenda Achievement Specialists will conduct Admin Power Clinics, bringing together OSD district and school site administrators for a leadership series consisting of 5 sessions. The sessions will be focused on instructional leadership topics to support the findings and recommendations of the equity study and guide the leadership team to identify next steps in the process. These sessions are intended to set the conditions for a successful cyclical approach to growth initiative.

4. Leadership Column Fall Institute – On October 20-21, 2023, join Dr. Robin Avelar La Salle and the Orenda team for a 2-day Institute geared for Superintendents and 5 core district team members to engage in 4 sessions of professional learning centered around the phases of the Student Acceleration Formula. Meet with the Orenda network of Superintendents, Executive Cabinet members, and other key district staff that are leading the efforts in accelerating student achievement. These sessions will provide participants with the latest research around systemic barriers and give each district team with time to reflect on implementation, share successes and best practices, and craft a personalized plan for next steps in their improvement process. Lodging, meals, and supplies are included in the cost of the institute. Transportation and travel will be at the individual district expense.



5. Leadership Column Spring Ramp-up – February 23–34, 2024, join Dr. Robin Avelar La Salle and the Orenda team for a 2-day Institute geared for Superintendents and 5 core district team members to engage in 4 sessions of professional learning centered around the phases of the Student Acceleration Formula. The ramp-up will include a mid-year evaluation of project implementation, a forum for identifying key success and areas of growth, and an opportunity to strategize and plan for the upcoming school year. Lodging, meals, and supplies are included in the cost of the institute. Transportation and travel will be at the individual district expense.

6. Admin Site Coaching – Orenda Achievement Specialists will provide 5 sessions. These sessions will provide site Admin teams with an opportunity to design and develop an instructional support system that responds to the needs of PLC teams and their work.

7. Professional Learning for Teachers – Orenda Achievement Specialists will provide 10 Professional Learning sessions to support the implementation of curriculum alignment with ELA and math teams (5 sessions each).

Orenda will work with district leadership to determine whether the delivery of services will be virtual or on-site.



OVERVIEW OF SERVICES

SERVICE	TEACHERS	COUNSELORS	SITE ADMIN	DISTRICT ADMIN
1. Equity Study	X	X	Fremont	X
2. Site Study Reveal	X	X	Fremont	X
3. Admin Power Clinic/Cabinet Frontloading – 5 Sessions			Fremont	X
4. Leadership Column – Fall 4 Sessions			Fremont	X
5. Leadership Column – Spring 4 Sessions			Fremont	X
6. Admin Coaching – 5 sessions			Fremont	
7. Professional Learning 10 sessions	X		Fremont	optional



PROFESSIONAL FEES

District Services/Group Sessions	# Of Sessions	Total Fee for Services
3. Admin Power Clinics /Cabinet Frontloading	5	\$16,875
4. Leadership Column Fall Institute	4	\$12,000
5. Leadership Column Spring Ramp-up	4	\$12,000
Total Cost - District Services		\$40,875

Fremont School Site Services	# Of Sessions	Total Fees for Services
1. Equity Study Needs Assessment	n/a	\$55,000
2. Site Study Reveal	1	\$5,000
6. Admin Coaching	5	\$11,250
7. Professional Learning	10	\$22,500
Total Cost		\$93,750

TERMS OF PAYMENT

Total fees for this scope of work are \$134,625. **Think Together** will invoice Oxnard SD in two installments (equal to \$67,312.50) in August 2023 and January 2024. The invoicing schedule is intended to facilitate the processing of payments and might not exactly correspond to the timing of services rendered.

SCOPE OF WORK AND ROLE AGREEMENT

Orenda values your partnership and will make every effort to complete services in the agreed timeframe. District will hold Orenda Education harmless for any district initiated cancelled and unscheduled sessions. The Orenda team will work with district/site staff to reschedule alternative dates within reason. We rely on the collaboration of our school partners to ensure scheduling and data needs are met and we will communicate promptly to develop alternatives if partner or data



availability becomes a concern. From time to time, the proposed services and timeline outlined in this scope of work may need to be adjusted to meet the needs on the ground.

In a joint effort to provide services that are timely, responsive to site need and in keeping with the overall goals of the project, the following outlines processes, and protocols for the 2023–2024 school year:

- Orenda Ed team members will make every effort to reschedule a session that is cancelled by the site or district leadership. If the leadership is not available or responsive in requests to reschedule the cancelled service, the district will remain responsible for the session.
- In the event of an emergency and the originally scheduled Orenda Ed specialist is unavailable to provide a scheduled service, an Orenda Ed team member will facilitate the session.
- Changes to the Partnership Plan services will occur through mutual agreement between Orenda Ed and site/district leadership. In the event that different or additional sessions above the agreed upon scope of work are required, if appropriate, the team will propose converting existing sessions prior to proposing a new scope of work.
- Orenda Ed lead will work with site/district leadership to identify which services will take place in a virtual or in-person format. All services can be provided in both formats and the current context will determine which format is most appropriate.
- Professional Development services will be provided as agreed upon in the Partnership Plan. Staff participation will be the responsibility of the site/district. Orenda Ed team will prepare sessions for the number of participants provided in advance.



- Orenda Ed will provide the necessary support for services requiring data. Site/district data leads, and admin agrees to complete data tasks to set up site teams with the tools and resources needed to fully engage in sessions.

Signature by an authorized representative indicates agreement to the scope of work.

Oxnard School District		Orenda Education
By:	Lisa A. Franz Director, Purchasing	Genny Sosa, Senior Director of Education Partnerships
Date:		May 12, 2023
Signature:		



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-67 – Nancy Paulson dba/Extreme Math (DeGenna/Shea)

Extreme Math will provide Family Math Games Nights to the Oxnard School District Expanded Learning Opportunity Program throughout the 2023-2024 school year. Extreme Math will also provide professional development for Paraprofessionals to include number sense and algebraic thinking.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed: \$34,850.00 - ELOP

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-67 with Nancy Paulson dba/Extreme Math.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-67, Nancy Paulson dba/Extreme Math \(2 Pages\)](#)

Nancy Paulson, Independent Educational Consultant
Booking Contract

325 Glendale Avenue, San Marcos, CA 92069
Phone: 760-798-1493 Fax: 760-798-1493
Email: Nancy.Paulson07@gmail.com

In-Person

Workshop Dates: Aug 9, 2023 – June 27, 2024

Sessions: Paraprofessional Training and Family Math Nights. Dates and times attached hereto.

Training details: (Per page 2) **Grade Levels** K-5

Contact: Ginger Shea: gshea@Oxnardsd.org **Phone:** _____ **Cell:** _____

Alternate Contact: Danaly Perez: danalyperez@oxnard.org **Phone:** _____ **Cell:** _____

Workshop Address: _____

Billing Address: Oxnard School District, 1051 South A. Street, Oxnard, CA 93030-7442

Billing Instructions Purchase Order#: _____ Direct Billing Contact: accountspayable@oxnardsd.org

Workshop Arrangements

AV Equipment: *Doc Camera Projector and Screen* **Room Set up:** *Tables are best for this hands-on workshop. One table in the front near the doc-camera is needed for the speaker.* **Lapel Microphone** *for groups over 100.*

Handouts: To be compiled and sent for duplication by Extreme Math

To be duplicated by: Oxnard School District **Sent:** _____

Workshop Fees

In addition to Workshop fee, the charges below will apply as described. Travel fees are subject to change without notice.

Per Details Attached: Per Quotes dated April 21, 2023. #142 Family Math Nights, #143 Professional Development, detailed on page 2.

Payment: Nancy Paulson will provide Oxnard School District with the invoice. The school district needs to remit within 30 days after each invoice. A monthly invoice will be submitted to the school district.

CANCELLATION POLICY: Minimum Cancellation – **2 Weeks Advance Notice.** Any expenses incurred up to the point of cancellation shall be the responsibility of the booking party. An administrative fee of \$50.00 may be charged over and above other charges. **IN THE EVENT OF A CONSULTANT CANCELLATION:** Booking Party will be assessed no charges.

Date Nancy Paulson, Independent Educational Consultant

Date Oxnard Representative
Lisa A. Franz, Director, Purchasing

Dates and Workshop Details: Pricing is based on quotes for 400 4000 scheduled April 2023
 Family Math Night presentations are limited to successful dates or teacher sessions. This could result in extra travel
 fees and costs to your district.

PROFESSIONAL DEVELOPMENT TRAINING: Quotes below include: includes speaker fees/mileage \$0.00

per travel \$50 per day	
5 hour teacher in-services August 2023,	\$50.00
5 hour teacher in-services	\$2,950.00
5 hour teacher in-services	\$2,950.00
4 hour 0:00AM-1:00PM September 4 th 2023,	\$50.00
5 hour 0:00AM-1:00PM October 10 th 2023	\$50.00
6 hour 0:00AM-1:00PM November 2023,	\$50.00
7 hour 0:00AM-1:00PM January 4 th 2024	\$50.00
8 hour 0:00AM-1:00PM February 8 th 2024	\$50.00
6 hour 0:00AM-1:00PM March 4 th 2024	\$50.00
6 hour 0:00AM-1:00PM April 11 th 2024	\$50.00
6 hour 0:00AM-1:00PM May 2024	\$50.00
6 hour 0:00AM-1:00PM June 7 th 2024	\$50.00
6 hour 0:00AM-1:00PM, Date TBD,	\$1,950.00
4 hour 0:00AM-1:00PM, Date TBD,	\$1,950.00
5 hour 0:00AM-1:00PM, Date TBD,	\$1,950.00

Total Professional Development Training: \$31,250.00

FAMILY MATH NIGHTS (FMN):

Speaker fees: FMN is coordinated with Professional Development where there will be no extra travel fees.

- 1) September 20 coordinated with September 4th 00:00:00
- 2) October 2000 coordinated with October 10th 00:00:00
- 3) February 7th coordinated with Feb 8th 00:00:00
- 4) May 8th coordinated with May 2024 00:00:00
- 5) Date TBD 00:00:00 plus travel and hotel accommodations per day
- 6) Date TBD 00:00:00 plus travel and hotel accommodations per day

Total Family Math Night presentations: \$3,600.00

Printed by: Nancy Paulson

Printed by: Lisa A. Franz

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-68 – Dance Masters Ballroom (DeGenna/Shea)

Dance Masters Ballroom will provide enrichment instruction in Latin dance styles to students after school at all 20 schools in the Oxnard School District throughout the 2023-2024 school year, including intersessions and Summer programs. Students learning will culminate with 2-3 community performances (per school). Dances will include Ballet Folklorico, Salsa, Cha-Cha, Merengue, and Bachata.

Curriculum will align with California Visual and Performing Arts Framework for Dance, including artistic perception, development of motor skills, development of dance vocabulary, creative expression, communication of meaning in dance, development of partner and group skills, historical and cultural context, and development of dance.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed: \$2,704,671.00 - ELOP

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-68 with Dance Masters Ballroom.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-68, Dance Masters Ballroom \(13 Pages\)](#)
[Proposal \(8 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #23-68

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of June 2023 by and between the Oxnard School District (“District”) and Dance Masters Ballroom (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2023 through June 30, 2024** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Two Million Seven Hundred Four Thousand Six Hundred Seventy-One Dollars and Zero Cents (\$2,704,671.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Ginger Shea
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant: Dance Masters Ballroom
30686 Thousand Oaks Blvd.
Agoura Hills, CA 91301
Phone: (818) 889-5400
Fax:
Email: neff.dm1@gmail.com

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

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

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

26. **Administration.** DR. GINGER SHEA shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

DANCE MASTERS BALLROOM:

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 #23-68

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #23-68

SERVICES

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

PER ATTACHED PROPOSAL

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

PER ATTACHED PROPOSAL

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #23-68

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #23-68

COMPENSATION

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

Total Compensation Not to Exceed \$2,704,671.00

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

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

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

IV. The total compensation for the Services shall not exceed \$2,704,671.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #23-68

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 four million dollars (\$4,000,000) Aggregate.

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

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

~~Nurses, Therapists~~

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

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

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

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

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 #23-68

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-68

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



Final Proposal to Oxnard School District From Dance Masters Ballroom for 2023-2024

The purpose of this document is to clearly define services offered by Dance Masters Ballroom (Consultant) for enrichment classes to the students attending school in the Oxnard School District (District) during the 2023-2024 school year.

Course Offerings:

The courses offered at each school will be mutually determined between OSD and the Consultant. OSD staff intends to ask schools for input to establish course selection and schedule. Based on this input, the district and consultant will meet prior to June 15th to collaboratively solidify course offerings and schedules so that the Consultant can adequately prepare in order to meet the obligations of this contract.

Acting (Grade 3-4) - Students will learn various acting techniques and formulas that can be applied to improvisation, commercial, and theatrical acting.

Latin Dance (Grades 1-3 and 3-5) - Students will be taught basics and performance routines in each of the following Latin dance styles: Ballet Folklórico, Salsa, Cha-Cha, Merengue, and Bachata. Performances will be given at the end of each semester and the end of summer school.

Our School TV (Grade 4-5 for elementary, Grade 6-8 for MS) - Students will work in production teams to create weekly videos for a school-wide television show, OSTV (Our School TV, but name will be customized for each school). The number of episodes produced depends upon the number of days and classes taught at each school. General content focus areas will be pre-selected by each school principal from the list on the following page and students will be led in the process of producing episodes for their peers that are engaging, build school community and teach important lessons to students in all grades. Students will also learn various acting techniques and formulas that can be applied to all aspects of the production. **A listing of topics for episodes are included below** as well as links to a few montages of past episodes. This class requires enrolled students to have iPads and parents' signatures on media release forms.

Piano Class (Grades 1-3 and/or 3-5) - Students will learn to read music, count rhythms, use basic keyboard skills and perform beginning classical, folk, and popular songs. This class requires the school to have a piano lab. Students will be provided their own practice book.

Recorder (Grades 1-3 and/or 3-5) - Students will learn to read music, count rhythms, and perform beginning level classical, folk, and popular songs. Students will be provided with their own recorder and practice book. This class requires the use of a document camera and screen/smartboard.

Sew What? (Grades 3-5) - Students will learn to sew two self-choice projects by hand. They will practice and apply the following basics of sewing/embroidery into their projects: whip stitch, catch stitch, basting stitch, running stitch, back stitch, overcast stitch, slip stitch, ladder stitch, blind hem stitch, french knot, chain stitch, satin stitch, detached chain stitch, etc.

Pre-Cotillion (Grades 1-3 or 4-6): Our Pre-Cotillion program emphasizes etiquette, manners and character education as well as dancing. The social and character education components of the program include rules of proper telephone courtesy, introductions, polite conversation, paying and receiving compliments, first impressions, dress code for all occasions, manners in the home and in public places, table manners, and many other areas of social behavior. Students will also learn the basics of waltz, foxtrot, and rumba.

Staff Training and Administrative Supports (included with all subject offerings):

- All Dance Masters (DM) staff will be Paraeducator Qualified as defined by the Oxnard School District.
- DM Instructor training on classroom management, positive discipline, child abuse reporting practices, and Oxnard SD policies and OSD Student Profile by a credentialed principal hired by Dance Masters.
- DM Instructor training from a content expert and DM's hired credentialed principal for each subject the teacher teaches including the following topics:
 - Lesson plans modeled by a content expert and then DM Instructors practice with peers with feedback given to each DM Instructor for improvement.
 - Social Emotional Student Supports (Goal Setting, Self-Regulation, Self-Monitoring of Progress, Perseverance, Focus/Attention)
 - Strategies for supporting ELD students using sentence stems
 - Strategies for supporting students with special needs, including appropriate accommodations for specific students.
 - Etiquette/Social Graces for students
 - Conflict Resolution Strategies including the "I Message" and "Clean-Up" to teach students methods for independently resolving conflicts with peers and for helping them appropriately vocalize their needs.
 - Methods for developing student critical thinking (transfer of knowledge, similarities/differences, question asking, student decision making, etc.)
- Weekly supervision and coaching of DM staff at the sites by a DM credentialed principal and content expert with a personal debrief following each visit.
- Substitute teachers, as needed.
- DM Staff will attend District-required teacher trainings and weekly partner meetings
- Weekly DM staff meetings for quality assurance and effective communication.
- Any and all necessary additional organizing/correspondence between Dance Masters staff and site coordinators, school principals, children's parents/guardians or OSD to ensure the best possible success and achievement for this program.

- Creation of promotional flyers, parental communications, and registration materials, as needed. These documents will be approved by the ELOP office at the district level before distribution to families, each site coordinator, site principal, site office manager, and the ELOP Office at the district level.
- Dual translation of the above promotional/registration material.
- TB clearance for all staff
- Training facility, worker's comp insurance, office staff/payroll staff etc.
- The consultant will maintain confidentiality of all Oxnard School District student and school data to ensure HIPAA and FERPA mandated laws are followed.
- Any communications needed to be sent to all district principals will be given to the ELOP office to be included in the Weekly Update for Principals.

Summer School Program

LATIN DANCE (11 days - Two 1-hour classes)

Instructional Staff Includes:

- 22 hours of instruction
- 6 hours of teacher training on curriculum and classroom management
- Supervision of staff at the sites by credentialed principal, payroll staff, training facility, insurance, etc.
- Choreography

Non-instructional Staff & Materials Include:

- Music rights
- Speakers for music during practice
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name tags for students

ESY LATIN DANCE (4 days, 1-hour class each day)

Instructional Staff Includes:

- 4 hours of instruction
- Staff Training and Administrative Supports (listed above)

Non-instructional Staff & Materials Include:

- Music rights
- Speakers for music during practice
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name tags for students

ESY LATIN DANCE (4 days, Two 1-hour class each day)

Instructional Staff Includes:

- 8 hours of instruction
- Staff Training and Administrative Supports (listed above)

Non-instructional Staff & Materials Include:

- Music rights
- Speakers for music during practice
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name tags for students

FULL-YEAR PROGRAM OFFERINGS

ACTING

Instructional Staff Includes:

- Instructor
- Staff Training and Administrative Supports (listed above)
- Three performances & dress rehearsals at each school site, if desired

Non-instructional Staff & Materials Include:

- Scripts
- Notebooks
- Writing utensils
- Poster sized Post-its
- Bag for teacher materials
- Name tags for students

LATIN DANCE

Instructional Staff Includes:

- Instructor
- Staff Training and Administrative Supports (listed above)
- 3 performances (2 at local school & 1 district level)
- 2 Dress rehearsals at the performance sites
- Choreography

Non-instructional Staff & Materials Include:

- Uniform distribution, collection & cleaning for 3 performances
- Rental of Performing Arts Center for two performances
- Hiring of a professional Mariachi Band for one District performance
- Set for final performance
- Music rights
- Speakers for music during practice
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name Tags for students

Please note: Student uniforms will be provided by the district. If additional uniforms need to be purchased from Dance Masters, they will be invoiced separately.

MUSIC (RECORDERS OR PIANO)

Instructional Staff Includes:

- Instructor
- Staff Training and Administrative Supports (listed above)
- Three performances & dress rehearsals at each school site, if desired

Non-instructional Staff & Materials Include:

- Recorder or Piano books (These will be given to students to keep)
- Recorders for Recorder Class (These will be given to students to keep)
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name tags for students

Please note:

- Schools must provide a classroom with a document camera and screen.
- Schools will provide a piano lab, if piano is selected.

OUR SCHOOL TV

Instructional Staff Includes:

- Instructor
- Staff Training and Administrative Supports (listed above)
- Weekly collaboration with school regarding episode content to match school goals and communication regarding links for distribution of episodes to school population.
- Editing and review of student created content

Non-instructional Staff & Materials Include:

- Upkeep and servicing of MacBook Pros
- Hotspot internet access for teachers
- Rights for music, images, etc.
- Poster sized Post-it notes for teachers
- Writing utensils
- Name tags for students

One Time Materials Costs:

- MacBook Pro
- Final Cut Pro editing software
- Green screen & lighting kit
- 2 microphones
- Computer bag

Please note: Student iPads must be provided by the district.

Pre-Cotillion:

Instructional Staff Includes:

- Instructor
- Staff Training and Administrative Supports (listed above)

Non-instructional Staff & Materials Include:

- Student supplies
- Poster Size Post-its
- Bag for teacher materials
- Name tags for students

Dance Masters takes care of everything except the optional formal lunch dance which costs an additional \$75 per student. If the lunch dance is provided, the district will pay for transportation to the event.

SEW WHAT?

Instructional Staff Includes:

- Instructor
- Staff Training and Administrative Supports (listed above)

Non-instructional Staff & Materials Include:

- Sewing kits (All materials needed for projects, ordered, organized, and bagged for each student)
- Poster sized Post-it Notes for teachers
- Writing utensils
- Bag for teacher materials
- Name tags for students

Program Evaluation

- Consultant will give an anonymous survey to all participants and parents at the end of the program to determine areas for growth. The survey will be approved by the district ELOP office before distribution and the results will be shared with the District.

Fees

- Total cost of the program is as follows:
 - 20 schools for the school year**
 - 24 weeks/5 days per week/3 hours per day
 - School choice of programs
 - 4 schools for summer**
 - 11 days/2 hours per day
 - 1 school for summer**
 - 11 days/2 hours per day
 - 4 days/1 hour per day for ESY
 - 1 school for summer**
 - 4 days/1 hour per day
 - 6 Intersession Schools**
 - 10 days/4 hours per day

All inclusive cost for 20 schools	\$2,868,511
20 School Discount	-163,840
All inclusive cost with 20 school discount	\$2,704,671
- The total program cost to be paid by the District will be made in 11 equal monthly installments beginning in August 2023.

Contract Adjustments

- If, in good faith, the district advertised, promoted and registered students in a timely manner and enrollment is exceptionally low, the consultant will be given an opportunity to provide a lunchtime recruiting session and if after that session, enrollment does not increase, the class may be canceled. If the class is canceled, the consultant will provide another equal class in its place at a location determined by the district.
- If the district determines that courses beyond this contract are desired for the 2023-24 school year, a new contract will be formulated for the additional courses at the same rate as this contract.
- Dance Masters has a substitute pool of staff that will cover in the event an instructor needs to be absent for any reason. If for some reason the Dance Masters substitute pool is not adequate to cover the needs for all the schools, Dance Masters will credit back to the school district the current daily cost of a district floating substitute for each occurrence.
- If Dance Masters is unable to fully staff all schools for all or any part of the school year, Dance Masters will prorate the balance due for those schools to reflect the time covered using the following per school cost for a full program.
 - SUMMER SCHOOL - \$7,988 per school
 - REGULAR SCHOOL YEAR - \$109,473 per school
 - INTERSESSION - \$17,560 per school

Insurance and Clearance Requirements

- Consultant agrees to carry Insurance Certificate and Endorsements that meet the Oxnard School District's requirements and cover the dates of service of this agreement.
- All Consultant's staff will pass a fingerprint screening as required by Ventura County Office of Education and the Department of Justice. This will be paid for by the Oxnard School District.
- All Consultant's staff will submit to a tuberculosis test and provide proof of a negative risk assessment.
- All Consultant's staff will follow current District Covid Protocols.

Facilities

- District will provide consistent, adequate and safe space (as described in this document), including set-up/tear-down, for after school groups, activities, and on OSD-site performances for all courses delivered by Dance Masters through this contract.

District Support and Communication

- District will provide a district-level administrator to coordinate and collaborate with the Consultant.
- District will provide students with a daily nutritional snack and/or meal through the federal free and reduced lunch program.
- District will provide daily custodial services.

- District will provide access to student data for the purpose of communication with parents/guardians about student progress, as needed.

Both parties understand that this agreement will not take effect until both parties agree on content and sign the proposal and it is approved by the Board of Education for Oxnard School District.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-70 – Dial Security (Mitchell/Miller)

Bids were solicited for Bid #22-01, Alarm Monitoring/Maintenance Services, as required at all district sites. One bid was received and opened at 2:00pm, Tuesday, November 29, 2022. The single bid was submitted by Dial Security of Camarillo, California, in the amount of \$177,955.58 for the term of one year.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$177,955.58 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #23-70 with Dial Security in the amount of \$177,955.58.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-70, Dial Security \(2 Pages\)](#)
[Bid Form 4.0 \(4 Pages\)](#)

AGREEMENT

#23-70

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **Dial Security** (hereinafter referred to as "Contractor").

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II

WORK

Contractor shall perform and render all services as prescribed and required by the General Conditions, Special Bid Conditions, Information for Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the attached Bid #22-01, incorporated herein by reference, and the attached Bid Form 4.0.

VI

METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by purchase order. For prompt payment, invoices must be accurate in all details, **and invoice must be submitted in duplicate to Oxnard School District, Accounts Payable, 1051 South A Street, Oxnard, California 93030.**

VII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the General Conditions, Special Bid Conditions, Information for Bidders, Quotation Sheet, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

DIAL SECURITY:

OXNARD SCHOOL DISTRICT:

Signature _____

Signature _____

Name: _____
(print or type)

Name: Lisa A. Franz

Title: _____

Title: Director, Purchasing

Date: _____

Date: _____

Approved by Board of Trustees on _____

Item No. _____

OXNARD SCHOOL DISTRICT

BID #22-01 ALARM MONITORING/MAINTENANCE SERVICES

4.0 BID FORM

Pursuant to and in compliance with the Advertisement for bid and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the scope and location of the work, specifications and other contract documents, hereby proposes and agrees to perform, upon notice of award, all of the bid's component parts within the time the bid is required to remain effective, and to furnish everything necessary to perform the contract in a workman like manner all of the work required in connection with Bid #22-01 , Alarm Monitoring/Maintenance Services, all in strict conformity with the bid specifications and conditions on file at the Office of the Director of Purchasing of the Oxnard School District.

4.1 The following addenda have been received and are acknowledged in the bid.

Addendum #1, dated 11/17/20, Addendum _____, dated _____

Addendum _____, dated _____; Addendum _____, dated _____

4.2 Services shall include twenty-four (24) hour alarm, fire, and temperature and Videofied monitoring, routine service and maintenance on the existing systems, including parts and labor, replacement of leased equipment within the designated 180 business day time period and two-way communication with District personnel. Bid for all stated services:

MONTHLY (PAID MONTHLY FOR 12 MONTHS)	\$ <u>14,829⁶⁴</u> X12	\$ <u>177,955⁵⁸</u>
QUARTERLY (PAID QUARTERLY FOR 4 QUARTERS)	\$ <u>44,488⁹⁰</u>	\$ <u>177,955⁵⁸</u>
ANNUALLY (WHEN PAID IN FULL BY <u>8/1/2023</u>)	\$ <u>177,955⁵⁸</u> X1	\$ <u>177,955⁵⁸</u>

4.3 Total cost for leased equipment replacement as designated in Bid Specifications by school:

<u>Site/School:</u>	<u>Amount</u>
Warehouse/Transportation Center	\$ <u>NA</u>
Brekke	\$ <u>NA</u>
Chavez	\$ <u>NA</u>
Curren	\$ <u>NA</u>
Educational Service Center	\$ <u>NA</u>
Enrollment Center	\$ <u>NA</u>
Fremont Academy	\$ <u>NA</u>

Harrington	\$ <u>NA</u>
Lopez Academy	\$ <u>NA</u>
Soria	\$ <u>NA</u>
Kamala	\$ <u>NA</u>
Marina West	\$ <u>NA</u>
Thurgood Marshall	\$ <u>NA</u>
McAuliffe	\$ <u>NA</u>
Operations Service Center	\$ <u>NA</u>
Ramona	\$ <u>NA</u>
Ritchen	\$ <u>NA</u>
Frank Academy	\$ <u>NA</u>
Rose Avenue	\$ <u>NA</u>
San Miguel	\$ <u>NA</u>
Sierra Linda	\$ <u>NA</u>

Total Replacement Cost, including labor at non-prevailing wage \$ 6 NA

4.4 Bidder shall state the cost of reprogramming alarm systems when requested by the District over and above the routing maintenance procedures at non-prevailing rate:

- a. Hourly rate \$ 100 /hour
- b. Site Rate \$ NA /site

4.5 The following required documents are attached hereto:

- | | | |
|---|-----------------------------|--|
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | BID SECURITY |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | STATEMENT OF BIDDERS QUALIFICATIONS |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | COPY OF PROPOSED MAINTENANCE CONTRACT |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | NON COLLUSION AFFADVAIT |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | CERTIFICATE OF LIABILITY INSURANCE |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | CERTIFICATE OF WORKER'S COMPENSATION INSURANCE |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | CERTIFICATE OF AUTOMOTIVE INSURANCE |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | COPY OF CURRENT ACO LICENSE |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | COPY OF CURRENT C-10 LICENSE |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | DIR REGISTRATION NUMBER |

4.6 It is understood and agreed that if written notice of this bid is mailed, emailed or delivered to the undersigned after the opening of the bid and within the time this bid is required to remain open, or at any time thereafter before this bid id withdrawn, the undersigned will execute and deliver to the District a contract in the form thereto in accordance with the bid as accepted, all within ten (10) days after the receipt of notification of award, and that the work under the

contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Contractor to proceed.

- 4.7 In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days from the date of receiving notification that he is the bidder to whom the contract is awarded, the District may declare the bidder's bid forfeited, caused by the failure of the bidder to enter into contract.
- 4.8 The bidder understands and agrees that it is the intention of the District that with the consent of the parties this is an annual contract for services which may be renewed up to four years in addition to the original year. YES: *JD* NO: _____ (initial appropriately)
- 4.9 It is understood the District reserves the right to reject any and all bids as specified in the Instructions and Conditions for Bidders and that this bid shall remain open and not be withdrawn for a period of thirty (30) days after the bid is open ad read aloud.
- 4.10 The names of all persons interested in the foregoing proposal as principals are as follows:

 Melissa Dundas
 William Dundas

IMPORTANT NOTICE: IF BIDDER OR THEIR INTERESTED PARTIES IS A CORPORATION, STATE THE LEGAL NAME OF THE CORPORATION, ALSO NAMES OF THE PRESIDENT, SECRETARY, TREASURER, AND MANAGER THEREOF; IF A CO-PARTNERSHIP, STATE TRUE NAME OF FIRM, ALSO NAMES OF ALL INDIVIDUAL CO-PARTNERS COMPOSING FIRM; IF BIDDER OR OTHER INTERESTED PERSON IS AN INDIVIDUAL, STATE FIRST AND LAST NAMES IN FULL.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE REPRESENTATIONS MADE IN THIS BID ARE TRUE AND CORRECT.

 Dial Security
Firm Name
(Circle One) *Corporation* Partnership* Proprietorship

 Melissa Dundas
Authorized Signature

 ESM
Title

760 W. Ventura Blvd.

Address

Cambridge CA 93015

City, State and Zip Code

11/29/22

Date

(905) 389-6700

Telephone/Email

ACD 0489 C-10806720

License Number

*If Bidder is a Partnership, all partners must sign on a separate piece of paper and attach it to the Bid Form.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Amendment #5 to Agreement #18-01 Pupil Transportation Services for the 2023-2025 School Year with Durham School Services, L.P. (Mitchell/Galván)

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

Currently Oxnard School District contracts with Durham School Services, L.P. for Transportation Services. Their proposal reflects a 24.4% increase in the District's rates for the 2023-2024 fiscal year.

Durham School Services L.P. will provide consistent, cost-effective, and efficient transportation for the Oxnard School District while maintaining the highest level of safety consistent with industry standards.

The Contractor's State instructor will respond to all school bus accidents and provide documentation regarding the accident.

Term of Amendment: July 1, 2023 through June 30, 2025

FISCAL IMPACT:

\$5,191,457.34 (FY 2023-2024) - General Fund. Future years to be adjusted upward by the percentage increase in the U. S. City Average, Consumer Price Index, Los Angeles/Long Beach area, as identified by the U.S. Bureau of Labor Statistics.

RECOMMENDATION:

It is the recommendation of the Director, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #5 to Agreement #18-01 with Durham School Services for fiscal years 2023-2025.

ADDITIONAL MATERIALS:

Attached: [Amendment #5 \(2 Pages\)](#)

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

AMENDMENT #5 TO OSD AGREEMENT #18-01

OXNARD SCHOOL DISTRICT

ATTACHMENT A

**ANNUAL CONTRACT PRICE ADJUSTMENT
JULY 1, 2023 THROUGH JUNE 30, 2024**

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

1. The term shall be extended for an additional two (2) years ending June 30, 2025.
2. The transportation rates shall be increased by 24.4% as shown on the attached Schedule A for the 2023-2024 school year; and shall be adjusted upward by the percentage increase in the U. S. City Average, Consumer Price Index, Los Angeles-Long Beach area, as identified by the U.S. Bureau of Labor Statistics, as of April 1st for the 2024-2025 school year.
3. This Amendment is effective July 1, 2023 and is agreed to by the parties to this Agreement.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

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

Title: Director, Purchasing

Date: _____

SCHEDULE A

CSC #2006
Oxnard School District
 Transportation and Lease Agreements

BUS TYPE AND CAPACITY	MINIMUM 4 HR/75 MILE Rate		RATE PER OVER HOUR		RATE PER OVER MILE	
	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025
Type A or B (18-20 ambulatory passengers)	\$419.38	CPI	\$47.12	CPI	N/A	N/A
Type C (30-46 ambulatory passengers with minimum 2 wheel chair positions)	\$487.19	CPI	\$47.12	CPI	N/A	N/A
Type D (78-84 ambulatory with undercarriage storage)	\$599.06	CPI	\$47.12	CPI	N/A	N/A

FIELD TRIPS	2023-2024	2024-2025
PER HOUR	\$59.24	CPI

CARRIER AGREEMENT #18-01

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

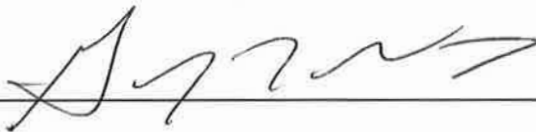
17. Severability. If any term or provision of this Carrier Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Carrier Agreement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

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

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

“CONTRACTOR”

Durham School Services, L.P

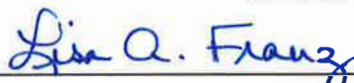


Gary Waits, CEO of Student Transportation

(Authorized Representative's Signature)

“OXNARD SCHOOL DISTRICT”

Lisa A. Franz, Director, Purchasing



4-20-18

(Authorized Representative's Signature)

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

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

2. Change in Law

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

3. Force Majeure

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

4. Liquidated Damages

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

5. Payment Terms

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

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

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

6. Assignment

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

7. Indemnification

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

8. Labor/Employment

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

9. Medical Procedures

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

10. Termination

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

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

12. Right to Withhold

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

13. Attorneys' Fees and Costs

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

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

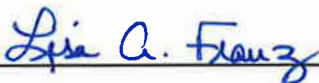
14. Invoicing – Home to School

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

15. Invoicing – Field Trips

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

OXNARD SCHOOL DISTRICT:



Signature

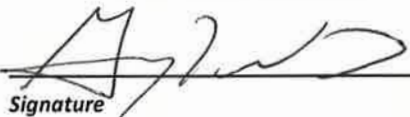
Lisa A. Franz, Director, Purchasing

Typed Name/Title

4-20-18

Date

DURHAM SCHOOL SERVICES:



Signature

Gary Waits, CEO of Student Transportation

Typed Name/Title

April 2, 2018

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #22-69 – Acceleration Behavioral Therapies (DeGenna/Jefferson)

At the Board Meeting of August 03, 2022, the Board of Trustees ratified Agreement #22-69 with Acceleration Behavioral Therapies, in the amount of \$400,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis.

Amendment #1, in the amount of \$100,000.00, is required to continue supporting existing unfilled direct hire positions, for a new total agreement amount of \$500,000.00.

FISCAL IMPACT:

\$100,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-69 with Acceleration Behavioral Therapies.

ADDITIONAL MATERIALS:

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

[Agreement #22-69, Acceleration Behavioral Therapies \(14 Pages\)](#)

**Amendment #1 to Agreement #22-69 with
Acceleration Behavioral Therapies
June 21, 2023**

At the Board Meeting of August 0, 2023 the Board of Trustees ratified Agreement between the Acceleration Behavioral Therapies in the amount of \$400,000.00 to provide supplemental services to the Oxnard School District on an "as needed" basis.

Amendment to the amount of \$500,000.00 is required to continue supporting existing unfilled direct hire positions for the term of the Agreement in the amount of \$500,000.00.

ACCELERATION BEHAVIORAL THERAPIES:

By: _____ Date: _____
Fred Freilich

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Lisa A. Frerking, Director of Purchasing

OXNARD SCHOOL DISTRICT

Agreement #22-69

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and Acceleration Behavioral Therapies (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2022 through June 30, 2023 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00), per attached rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MT (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.

MT (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.

MT (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: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Acceleration Behavioral Therapies
16501 Ventura Blvd., #400
Encino, CA 91436
Phone: 8182809614
Fax: (818) 356.8113
Email: Mtucker@accelerationbt.com

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

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

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

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

8-19-2022

Date

Tax Identification Number: 95-6002318

ACCELERATION BEHAVIORAL THERAPIES:

Maralina Tucker

Signature

Maralina Tucker, CFO

Typed Name/Title

08/19/2022

Date

Tax Identification Number: 831847055

Not Project Related

Project #22-69

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-69

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED RATE SHEET**

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

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

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

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

Not Project Related

Project #22-69

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-69

COMPENSATION

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

Total compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00), per attached Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$400,000.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #22-69

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-69

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #22-69

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

Project #22-69

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-69

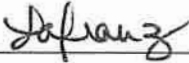
CONFLICT OF INTEREST CHECK

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, ACCELERATION BEHAVIORAL THERAPIES, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 8-19-2022

By: 
Lisa A. Franz
Director, Purchasing



Acceleration Behavioral Therapies

Phone: (818) 356-8106

Fax: (818) 356-8113

Info@AccelerationBT.com

16501 Ventura Blvd., Ste. 400, Encino, CA 91436

California Department of Education / SELPA / School District Chargemaster

School Related Service	Description of ABT staff qualification	Rate (per hour)
BII (Behavior Intervention Implementation)	Are under the supervision of personnel qualified under subdivision (a); and (B) possess a high school diploma or its equivalent; and (C) receive the specific level of supervision required in the pupil's IEP. (see: 5 CCR 3051.23)	\$60.00
BID (Behavior Intervention Development)	master's degree issued by a regionally accredited post-secondary institution in education, psychology, counseling, behavior analysis, behavior science, human development, social work, rehabilitation, or in a related field. (see: 5 CCR 3051.23)	\$85.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #3 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)

At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis.

At the Board meeting of October 19, 2022, the Board of Trustees ratified Amendment #1, at no additional cost, to update the original rate sheet provided.

At the Board meeting of February 15, 2023, the Board of Trustees ratified Amendment #2, in the amount of \$900,000.00, to cover the allocation of additional staff based on unfilled direct hire positions, as well as a change in the rate sheet as it pertains to Speech Language Pathologist Assistant (SLPA), for a new agreement amount of \$1,200,000.00.

Amendment #3, in the amount of \$360,000.00, is needed to continue to cover the allocation of additional staff based on unfilled direct hire positions, for a new agreement amount of \$1,560,000.00.

FISCAL IMPACT:

\$360,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #22-82 with Maxim Healthcare Staffing Services, Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #3 \(1 Page\)](#)

[Amendment #2 \(2 Pages\)](#)

[Amendment #1 \(2 Pages\)](#)

[Agreement #22-82, Maxim Healthcare Staffing Services Inc. \(18 Pages\)](#)

**Amendment #3 to Agreement #22-82 with
Maxim Healthcare Staffing Services, Inc.
June 21, 2023**

At the Board Meeting of August 10, 2022 the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc. in the amount of \$1,000,000.00 to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

At the Board Meeting of October 10, 2022 the Board of Trustees ratified Amendment #1 to the original contract to add the original rate schedule.

At the Board Meeting of February 15, 2023 the Board of Trustees ratified Amendment #2 in the amount of \$1,000,000.00 to cover the allocation of additional staff based on unfilled director positions as well as to correct in the rate schedule errors to reflect the appropriate Pennsylvania Assisted Living PA for the reemphatic amount of \$1,000,000.00.

Amendment #3 in the amount of \$1,000,000.00 is needed to continue to cover the allocation of additional staff based on unfilled director positions for the reemphatic amount of \$1,000,000.00.

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

By: _____ Date: _____
Florence Coyle, Assisted Care Controller

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Chris Anderson, Director of Purchasing

**Amendment #2 to Agreement #22-82 with
Maxim Healthcare Staffing Services, Inc.
February 15, 2023**

At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

At the Board meeting of October 19, 2022, the Board of Trustees ratified Amendment #1, at no additional cost, to update the original rate sheet provided.

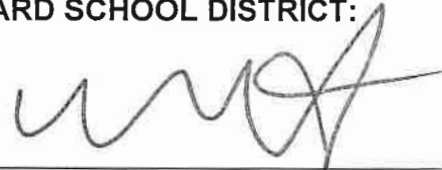
Amendment #2, in the amount of \$900,000.00, is needed to cover the allocation of additional staff based on unfilled direct hire positions, as well as a change in the rate sheet as it pertains to Speech Language Pathologist Assistant (SLPA), for a new agreement amount of \$1,200,000.00.

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

By: 
Florence Ugokwe, Assistant Controller

Date: 07-Feb-23

OXNARD SCHOOL DISTRICT:

By: 
Valerie Mitchell
Asst. Supt., Business & Fiscal Services

Date: 2/21/23

ATTACHMENT "A"
CUSTOMER REQUESTED PERSONNEL AND RATES – 10/25/2022

School Work Site. This "Attachment A" shall apply to the following School Work Site(s):

School Work Site Name	Address	School Work Site Contact
All Sites		

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on "Attachment C" is differing, "Attachment C" shall control.

Positions	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$110-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$150
SLPA	\$90
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to "Attachment A" by execution of subsequent "Attachment A" document(s).

**Amendment #1 to Agreement #22-82 with
Maxim Healthcare Staffing Services, Inc.
October 19, 2022**



At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

Amendment #1 is needed to update the original rate sheet provided at no additional cost.

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

DocuSigned by:
By: *Florence Ugokwe*
242E424881E34A3...
Florence Ugokwe, Assistant Controller

Date: 26-Oct-22

OXNARD SCHOOL DISTRICT:

By: *Lisa A. Franz*
Lisa A. Franz, Director, Purchasing

Date: 1-18-2023

**ATTACHMENT “A”
CUSTOMER REQUESTED PERSONNEL AND RATES – 9/12/2022**

School Work Site. This “Attachment A” shall apply to the following School Work Site(s):

School Work Site Name	Address	School Work Site Contact
All Sites		

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$100-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$150
SLPA	\$70
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to “Attachment A” by execution of subsequent “Attachment A” document(s).

OSD AGREEMENT #22-82

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of July, 2022, by and between **Oxnard School District** located at 1051 South A Street, Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Road Ste 140 San Luis Obispo, CA 93401 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency that employs licensed clinical and other non-clinical healthcare personnel ("Personnel") to provide supplemental healthcare staffing services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect from July 1st, 2022 to June 30th, 2023.

Section 1.2 Termination. Either Party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other Party. If termination cause is payment default, MAXIM may terminate this Agreement upon seven (7) days advance written notice of the termination date to EDUCATIONAL INSTITUTION. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more Personnel as specified in Attachment "A" for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 8.8 of this Agreement, to the extent that MAXIM is unable to provide the type of Personnel requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled Personnel. EDUCATIONAL INSTITUTION understands and agrees that MAXIM must, however, bill that higher skilled Personnel at that Personnel's fair market value rate.

B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

- Section 2.2 Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria as articulated in Attachment "B" hereto.
- Section 2.3 Non-Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria as indicated in "Attachment B" hereto.
- Section 2.4 Insurance.** MAXIM will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon written request by EDUCATIONAL INSTITUTION.
- Section 2.5 Use of Contractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. From time to time, MAXIM may utilize the services of Contractors for reasons including, but not limited to, EDUCATIONAL INSTITUTION (i) requests Clinical Personnel who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article 7 hereof; or (ii) makes a request resulting in an unexpected surge and need for Personnel and use of Contractors is necessary to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement. Any Clinical Personnel provided to EDUCATIONAL INSTITUTION by a Contractor will be subject to the Clinical Personnel Requirements set forth in Section 2.2 hereof.
- Section 2.6 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its Contractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- Section 3.1 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 8.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, EDUCATIONAL INSTITUTION retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

- Section 3.2 EDUCATIONAL INSTITUTION Policies and Procedures.** EDUCATIONAL INSTITUTION will promptly provide Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION, including introduction to EDUCATIONAL INSTITUTION'S policies and procedures in effect while Personnel are on EDUCATIONAL INSTITUTION'S premises. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and EDUCATIONAL INSTITUTION employee), and orient Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements, including with respect to bloodborne pathogens, other emergent matters, and any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such and other purpose. Unless otherwise agreed to in writing, Personnel are directed to, and will abide by, EDUCATIONAL INSTITUTION'S policies and procedures, rules, guidelines, and protocol related to health and safety while on EDUCATIONAL INSTITUTION premises. EDUCATIONAL INSTITUTION agrees to document Personnel site specific training, which includes the date and type of training conducted. EDUCATIONAL INSTITUTION further agrees to promptly provide verification of site specific training upon MAXIM request.
- Section 3.3 Requests for Per Diem Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.4 Per Diem Short-notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for Per Diem Personnel is made less than two (2) hour(s) prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.5 Per Diem Personnel Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Per Diem Personnel. MAXIM will be responsible for contacting Per Diem Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following the date on which any Personnel (i) interviewed with EDUCATIONAL INSTITUTION for purposes of EDUCATIONAL INSTITUTION determining whether to approve the Personnel to

work at EDUCATIONAL INSTITUTION under the terms of this Agreement, or (ii) last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided, or introduced, by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, onboarding, training, and employing Personnel, which necessarily includes advertisement, recruitment, interviewing, evaluation, reference checks, credentialing, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any EDUCATIONAL INSTITUTION affiliate, subsidiary, department, or division, or any other agent of EDUCATIONAL INSTITUTION (such as a recruiter) solicits, hires, or employs any Personnel, EDUCATIONAL INSTITUTION will be in material breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

In the event that EDUCATIONAL INSTITUTION hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify MAXIM, the conversion fee that applies is no less than 150% of annualized starting salary.

- Section 3.7 Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide written documentation, investigative material, surveillance video footage, or other similar evidence of the misconduct to assist MAXIM in determining what, if any, corrective action should be taken. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's Services will be limited to the number of hours actually worked. MAXIM will not reassign the Personnel to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide additional information at the request of MAXIM to assist MAXIM in determining what, if any, corrective action may be necessary. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Personnel Cancellation.** MAXIM may cancel the remaining term of a Personnel placement with written notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of

\$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 Incident Reporting and Cooperation. EDUCATIONAL INSTITUTION shall report to MAXIM in writing any incident known to involve any MAXIM Personnel (such as but not limited to, Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel). EDUCATIONAL INSTITUTION agrees to provide MAXIM documentation, investigative materials, and other related information, and otherwise cooperate with MAXIM to investigate the incident. Complaints and grievances regarding Personnel should be reported to MAXIM within forty-eight (48) hours. Indemnity to CLIENT in Section 8.3 shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 3.12 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s) to this Agreement. MAXIM will submit invoices to EDUCATIONAL INSTITUTION every week for Personnel provided to EDUCATIONAL INSTITUTION during the preceding week. Invoices shall be submitted to the following address:

**Oxnard School District
1051 South A Street
Oxnard, CA 93030
ATTN: Accounts Payable**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

If any portion of an amount billed by MAXIM under this Agreement is subject to a good faith dispute between the Parties, EDUCATIONAL INSTITUTION shall give written notice to MAXIM of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. EDUCATIONAL INSTITUTION shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Section 7.16, Dispute Resolution.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Annual Rate Increases. EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment "A" of this Agreement.

Section 5.5 EDUCATIONAL INSTITUTION Bankruptcy or Insolvency. EDUCATIONAL INSTITUTION agrees that in the event EDUCATIONAL INSTITUTION files bankruptcy, (i) to the extent MAXIM pays the salary and other direct labor costs of Personnel it provides to EDUCATIONAL INSTITUTION and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by EDUCATIONAL INSTITUTION to MAXIM prior to bankruptcy, and/or (ii) EDUCATIONAL INSTITUTION is the assignee of claims held by such Personnel against EDUCATIONAL INSTITUTION for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then MAXIM has a claim against EDUCATIONAL INSTITUTION in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by EDUCATIONAL INSTITUTION are released.

In the event MAXIM in good faith becomes concerned about impending bankruptcy or other insolvency by EDUCATIONAL INSTITUTION, the Parties agree that MAXIM may request in writing from EDUCATIONAL INSTITUTION a prepayment deposit in the amount equal to the average of two weeks of Services, which deposit MAXIM may apply to outstanding invoices in the event that EDUCATIONAL INSTITUTION fails to timely pay such invoices. EDUCATIONAL INSTITUTION

agrees to provide the requested prepayment deposit within five (5) days. In the event that MAXIM applies the prepayment deposit in accordance with this Section at such time that concern about EDUCATIONAL INSTITUTION's impending insolvency remains, EDUCATIONAL INSTITUTION agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 5.6 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any EDUCATIONAL INSTITUTION manuals, instructions, or other EDUCATIONAL INSTITUTION policies notwithstanding, MAXIM reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to EDUCATIONAL INSTITUTION via Maxim Timeclock. EDUCATIONAL INSTITUTION will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. EDUCATIONAL INSTITUTION approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between EDUCATIONAL INSTITUTION and MAXIM; notwithstanding this, EDUCATIONAL INSTITUTION and MAXIM agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE 6. ASSIGNMENT SERVICES

Section 6.1 Assignment Services. As part of the Services outlined herein, MAXIM provides Assignment Services and agrees to assign Travel Assignment Personnel and/or Local Assignment Personnel to work such specified assignments as agreed to by the Parties. To the extent Assignment Personnel are assigned, the terms of this Article shall apply as indicated.

Section 6.2 Interviews. MAXIM will provide EDUCATIONAL INSTITUTION with names of Assignment Personnel interested in providing Travel Assignment Services or Local Assignment Services, as applicable, and will provide all pertinent information requested by EDUCATIONAL INSTITUTION for an interview. EDUCATIONAL INSTITUTION reserves the right to conduct a telephone interview with any Assignment Personnel prior to accepting such Assignment Personnel to provide Assignment Services. If EDUCATIONAL INSTITUTION requests a face-to-face interview for Travel Assignment Personnel, MAXIM will bill EDUCATIONAL INSTITUTION for cost of travel, lodging, and reasonable per diem expenses. EDUCATIONAL INSTITUTION has the opportunity to interview all interested Assignment Personnel recruited by MAXIM, before said Assignment Personnel provide Assignment Services. Therefore, MAXIM will not have any liability to EDUCATIONAL INSTITUTION if said Assignment Personnel fails to meet EDUCATIONAL INSTITUTION'S requirements, without limitation. Additionally, EDUCATIONAL INSTITUTION will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Assignment Personnel.

Section 6.3 Travel Coordination. MAXIM shall be solely responsible for coordinating Travel Assignment Personnel's travel assignments to EDUCATIONAL INSTITUTION including housing, payroll and related functions.

Section 6.4 Assignment Cancellation. MAXIM may cancel the remaining term of an Assignment Personnel with written notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Assignment Personnel within fourteen (14) days from the date of notification.

- Section 6.5 Assignment Continuation.** EDUCATIONAL INSTITUTION agrees that all Assignment Personnel introduced by MAXIM and/or accepted for assignment by EDUCATIONAL INSTITUTION, will continue to work future EDUCATIONAL INSTITUTION assignments solely as employees of MAXIM, or if applicable, Contractor, during the term of this Agreement.
- Section 6.6 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Assignment Personnel for the specified period of time outlined in the Assignment Confirmation. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Assignment Personnel already being utilized on contract, EDUCATIONAL INSTITUTION must give MAXIM fourteen (14) days' notice before cancellation date. If EDUCATIONAL INSTITUTION does not provide required notice, EDUCATIONAL INSTITUTION will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Assignment Personnel in other facilities in the area
- Section 6.7 Incorporation of Assignment Confirmations.** EDUCATIONAL INSTITUTION agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. LOCUM TENENS COVERAGE

- Section 7.1** Should EDUCATIONAL INSTITUTION request Locum Tenens coverage from MAXIM, the Parties shall enter into a separate Service Agreement for Locum Tenens Coverage in the form of Attachment [____]. The terms set forth in Attachment [____] will govern the provided coverage and are incorporated herein by this reference.

ARTICLE 8. GENERAL TERMS

- Section 8.1 Independent Legal Entities.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.
- Section 8.2 Assignment of Agreement.** Neither Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a Party; provided however, the assigning Party will provide notice of such transaction to the other Party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 8.3 Indemnification.** MAXIM agrees to indemnify and hold harmless CLIENT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. MAXIM will not indemnify EDUCATIONAL

INSTITUTION for any action or inaction or liabilities asserted against them for the negligent performance of MAXIM, its directors, officers, employees or agents that are acting under the control, direction or authority of the EDUCATIONAL INSTITUTION.

In addition to the indemnities set forth in Attachment "B" incorporated herein, if applicable, EDUCATIONAL INSTITUTION shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of EDUCATIONAL INSTITUTION or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit.

Section 8.4 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 8.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Oxnard School District
1051 South A Street
Oxnard, CA 93030
ATTN: **Danielle Jefferson**

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
735 Tank Farm Road Ste 140
San Luis Obispo, CA 93401
ATTN: **Mark Wrightson**

Section 8.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 8.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 8.9.

Section 8.8 Availability of Personnel. The Parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to

EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

- Section 8.9 Compliance with Laws.** MAXIM agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 8.10 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a EDUCATIONAL INSTITUTION employee or Personnel has professional or personal interests that compete with his/her services to or on behalf of MAXIM or EDUCATIONAL INSTITUTION, or the best interests of patients. Such competing interests may make it difficult for the EDUCATIONAL INSTITUTION employee or Personnel to fulfill his or her duties impartially.
- Section 8.11 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 8.12 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 8.13 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such Party has been advised of the possibility of such damages. In addition, MAXIM will not be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the EDUCATIONAL INSTITUTION may incur or experience in connection with any waivers or elections to proceed under Attachment "B." MAXIM's indemnity obligations under Section 8.3. are limited to any jurisdiction specific cap for medical malpractice claims or liabilities.
- Section 8.14 Amendments.** All terms of a later signed EDUCATIONAL INSTITUTION Staffing Agreement will supersede a prior signed EDUCATIONAL INSTITUTION Staffing Agreement.
- Section 8.15 Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the

date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE 9. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 9.1 Confidentiality.

- A. **MAXIM/EDUCATIONAL INSTITUTION Information.** The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party. Each of the Parties agrees that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret, confidential information of the Party, including, without limitation, information with respect to the Party's students, costs, prices, and treatment methods at any time used, developed or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

Notwithstanding any other provision of this Agreement, EDUCATIONAL INSTITUTION will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If EDUCATIONAL INSTITUTION files a lawsuit for retaliation by MAXIM for reporting a suspected violation of law, FACILY may disclose MAXIM's trade secrets to EDUCATIONAL INSTITUTION'S attorney and use the trade secret information in the court proceeding if EDUCATIONAL INSTITUTION files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

- B. **Disclosure of MAXIM/EDUCATIONAL INSTITUTION Partnership.** From time to time, MAXIM lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in 9.1(C) and/or 9.2 of this Agreement. EDUCATIONAL INSTITUTION agrees that MAXIM may disclose the partnership between MAXIM and EDUCATIONAL INSTITUTION, and use EDUCATIONAL INSTITUTION's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the MAXIM/EDUCATIONAL INSTITUTION partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- C. **Student Information:** In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information to any third-party, except where permitted or required by law or where such disclosure is

expressly approved by EDUCATIONAL INSTITUTION, MAXIM, and student in writing. Further, each Party and its employees shall comply with the other Party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). In accordance with FERPA, Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If MAXIM is provided access to students' educational records, MAXIM shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. MAXIM shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

- D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 9.2 HIPAA/FERPA/HITECH Obligations. Each Party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other Party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the Parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations. EDUCATIONAL INSTITUTION and MAXIM agree to promptly inform the other Party to the extent such records are requested by an agency or in a judicial proceeding so the Party can determine whether to object or otherwise seek a protective order over the requested records or information.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the Parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") and/or any student education records are created, viewed, used, maintained, and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by Personnel and that in terms of Personnel placed in EDUCATIONAL INSTITUTION's physical or

technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all Personnel provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and the Personnel, including without limitation HIPAA, FERPA, and HITECH.

ARTICLE 10. MAXVIEW

Section 10.1 Definitions.

(a) **"Job Posting"** means an electronic requisition entered into MaxView that sets forth a position for which EDUCATIONAL INSTITUTION desires Personnel to perform Services.

(b) **"MaxView"** means an internet-based application software program provided by the System Administrator and utilized by MAXIM in conjunction with providing Personnel to work in various areas of EDUCATIONAL INSTITUTION under the EDUCATIONAL INSTITUTION Contract.

(c) **"System Administrator"** means the provider of MaxView in connection with the provision by MAXIM of Personnel to work in various areas of under the EDUCATIONAL INSTITUTION Contract.

(d) **"Timecard Application"** means a function in MaxView whereby Personnel are able to enter the hours worked while providing Services and EDUCATIONAL INSTITUTION managers or dually authorized personnel are able to review the submitted hours for approval.

(e) **"Terms & Conditions"** means terms & conditions for use of MaxView/MAXIM proprietary systems, which will govern use of Maxim's systems, databases, and platforms which defines and establishes the rules of use. Maxim reserves the right to modify said terms and & conditions, without notice to EDUCATIONAL INSTITUTION. Said terms & conditions are incorporated by and thru this agreement, and are located at the following address: [WEBSITE]. EDUCATIONAL INSTITUTION will not permit use of MaxView or MaxView Services in any manner by a third party; send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; interfere with or disrupt the integrity or performance of MaxView or data contained therein; attempt to gain unauthorized access to MaxView or its related systems or networks; or provide or disclose to, or permit use of MaxView other than authorized users.

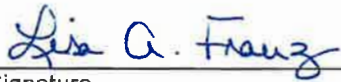
Section 10.2 Contract Service Acquisition Web Application. Unless otherwise specified by MAXIM, Job Postings for available Personnel positions will be posted by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION will be granted access to MaxView for the purpose of reviewing and modifying the quantity of open Job Postings available with EDUCATIONAL INSTITUTION, and entering information regarding Personnel on assignment with EDUCATIONAL

INSTITUTION. MAXIM is granting EDUCATIONAL INSTITUTION a non-exclusive, non-transferable right to access and use MaxView and receive the Services in accordance with the Agreement solely for EDUCATIONAL INSTITUTION's internal business and staffing purposes.

- Section 10.3 Proposed Candidates.** MAXIM shall provide the following information with respect to each candidate it enters into MaxView or otherwise provides to EDUCATIONAL INSTITUTION under this Agreement: (i) name; (ii) resume and job qualifications; (iii) proposed billing rate; and (iv) such other information as may be required in the Job Posting for such assignment. The billing rate shall not exceed the maximum billing rate specified in the Job Posting or MaxView for the applicable assignment category. EDUCATIONAL INSTITUTION will notify MAXIM through MaxView, if MAXIM's candidate has been preliminarily selected to fill an available Job Posting. Upon receipt of such notice, Personnel shall undertake the pre-assignment steps set forth in Maxim's policies and procedures, and this Agreement to satisfy the EDUCATIONAL INSTITUTION's requirements and any additional standards set forth in the Job Posting. Prior to the start of any assignment, Maxim will confirm through Maxview that these pre-assignment steps have been successfully completed.
- Section 10.4 Job Posting Cancellation.** At EDUCATIONAL INSTITUTION's request, MAXIM will cancel, without charge, any Job Posting for Services at any time prior to commencement of the Services by the Personnel.
- Section 10.5 Assignment Cancellation.** EDUCATIONAL INSTITUTION may end an assignment at any time by giving notice to MAXIM in MaxView, and MAXIM will give Personnel the applicable advance notice of the end of an assignment as given to MAXIM by EDUCATIONAL INSTITUTION. In any instance of an assignment cancellation, EDUCATIONAL INSTITUTION's obligation shall be to forward Maxim payments for the Services rendered by such Personnel pursuant to this Agreement prior to discontinuation of the Assignment. Such payment shall be made in accordance with Article 5 of this Agreement.
- Section 10.6 Removal of Personnel.** EDUCATIONAL INSTITUTION acknowledges and agrees that the Personnel shall be subject to the continuing approval of EDUCATIONAL INSTITUTION. If at any time EDUCATIONAL INSTITUTION, in its reasonable judgment, determines that Personnel is inadequate, unsatisfactory or has failed to comply with EDUCATIONAL INSTITUTION or MAXIM rules, regulations, or policies, EDUCATIONAL INSTITUTION shall so advise MAXIM immediately.
- Section 10.7 Bill Rates; Expenses.** Hourly rates, premium rate multipliers, shift premiums, travel and per diem reimbursement, expense reimbursement and the terms and conditions applicable thereto will be set forth in MaxView.
- Section 10.8 Use of Contractors in MaxView.** From time to time, MAXIM may utilize the services of Contractors to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement including, but not limited to Section 2.5.
- Section 10.9 Disclaimer of MaxView.** MaxView is provided to EDUCATIONAL INSTITUTION free of charge and is provided on an "as is" basis and with all faults and defects without warranties of any kind, either express or implied. To the extent permitted by law, MAXIM disclaims all other warranties, express or implied, including, without limitation, duties, conditions, and representations that are not expressly set forth in this Agreement or the terms & conditions as described in Section 10.1.(e) of this Agreement, with respect to MaxView, or any use thereof.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:



Signature

Lisa A. Franz, Director, Purchasing

Printed Name & Title

8-10-2022

Date

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

DocuSigned by:



Signature

Florence Ugokwe

Printed Name & Title

09-Sep-22

Date

ATTACHMENT A
Oxnard School District STAFFING RATES

Annual Rate Increase. An annual rate increase of N/A% will be added to each services type listed above every year on N/A.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours, unless applicable state law requires a different rate.


Rates. Charges will be based on the following hourly rate schedule effective 7/1/2022:

Service	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$100-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$120
SLPA	\$70
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

MAXIM follows applicable local, state, and federal law. To the extent any of the provisions herein conflict with applicable law of where services are performed, MAXIM will follow the applicable local, state, and federal law.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:



 Signature
Lisa A. Franz, Director, Purchasing
 Printed Name & Title
 8-10-2022

 Date

DocuSigned by:


 Signature
 242E424B81E34AB
 Florence Ugokwe
 Printed Name & Title
 09-Sep-22

 Date

Attachment "B"
PRE-ASSIGNMENT SCREENING

- i. **Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that the provisions of Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:
 - a. Proper work authorization documentation
 - b. Possess current state professional licensure, certification, and/or licensure
 - c. Possess CPR certification as applicable
 - d. Completed health screening requirements as applicable
 - e. Tuberculosis screening
 - f. Possess relevant professional and specialty experience and verify employment history
 - g. Possess current skills competency to include written exam and self-skills assessment
 - h. MAXIM standard OSHA and HIPAA training
 - i. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)

- j. General Services Administration's (GSA) Excluded Parties List System (EPLS)
- k. National Sex Offender Public Website (NSOPW)
- l. State Specific Exclusion, as applicable
- m. Criminal background report
- n. Abuse and Neglect registry or similar databases as required
- o. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION

II. **Non-Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- a. Proper work authorization documentation
- b. Tuberculosis screening as required
- c. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)
- d. General Services Administration's (GSA) Excluded Parties List System (EPLS)
- e. National Sex Offender Public Website (NSOPW)
- f. State Specific Exclusion, as applicable
- g. Criminal background report
- h. Abuse and Neglect registry or similar databases as required
- i. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION

III. **EDUCATIONAL INSTITUTION Criminal Background Report.** In the event that EDUCATIONAL INSTITUTION requires its own criminal background screening for MAXIM Personnel, EDUCATIONAL INSTITUTION shall provide MAXIM with a copy of the results and/or report, or the "Clear" or "Not Clear" status. EDUCATIONAL INSTITUTION agrees that Personnel may begin assignment following completion of a successful EDUCATIONAL INSTITUTION background screening.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

Lisa A. Franz, Director, Purchasing
Printed Name & Title

8-10-2022
Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Florence Ugokwe
Signature

Florence Ugokwe
Printed Name & Title

09-Sep-22
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-246 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2022-2023 school year, to provide exceptional services to a special education student that consists of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Student:

MA111618

FISCAL IMPACT:

\$4,146.25 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-246 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

ADDITIONAL MATERIALS:

Attached: [Agreement #22-246, Ventura County Office of Education \(1 Page\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 12, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for **MP111618**, a Special Education pupil who is a resident of DISTRICT and currently attends **Dwire Pre-School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 825 minutes weekly. ESY will be provided at 120 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 **5/12/2023** (IEP date~5/9/2023) 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: 2022-2023
5/12/2023-6/8/2023
(ESY: 6/12/2023-6/30/2023)

UPCOMING: 2023-2024
(ESY: 7/1/2023-7/7/2023)
8/16/2023-5/11/2023

ESTIMATED COSTS: \$ 4,146.25 + \$ TBD

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: 
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #22-250 – Tawni’s Ponies & Petting Farm Inc. (DeGenna/Gonzales-Nares)

Tawni’s Ponies & Petting Farm Inc. provided a sensory experience for students at Marina West on June 15, 2023.

FISCAL IMPACT:

\$1,250.00 – \$675.00, Title 1

\$575.00, Title III

RECOMMENDATION:

It is the recommendation of the Principal, Marina West School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-250 with Tawni’s Ponies & Petting Farm Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-250, Tawni's Ponies & Petting Farm Inc. \(1 Page\)](#)

[Invoice #381 \(1 Page\)](#)



Please make checks payable to~ Tawni's Ponies
 202 E. Guiberson Rd.
 Fillmore, Ca 93015
 www.animalworldpettingzoo.com
 805 279-7780
 Tawniangel@gmail.com
 Animalworldpettingzoo.com

Invoice

Tawnis Ponies & Petting Farm, Inc.

Bill To: Marina West elementary
 g1cervantes@oxnardsd.org, momuvkat@gmail.com
 Marina west elementary
 2501 Carob St
 Oxnard, CA 93035
 United States
 1(805) 377-5884

Invoice No: 381
 Date: 05/28/2023
 Terms: NET 18
 Due Date: 06/15/2023

Description	Quantity	Rate	Amount
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June 15th, 2023 Deluxe Petting Zoo 9:00-1:00	1	\$1,250.00	\$1,250.00
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Payment Details

Please make check payable to:

Tawnis Ponies and Petting Farm, Inc.
 202 E. Guiberson Rd.
 Fillmore, Ca 93015

Subtotal	\$1,250.00
Includes TAX 0%	\$0.00
Total	\$1,250.00

We also accept
 Venmo - @Tawni-Angel
 Zelle. - Tawniangel@gmail.com

PAID	\$0.00
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Balance Due	\$1,250.00
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Thank you so much!!!

Deposit due 05/28/2023	\$625.00
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Comments

Let me know if it's easier to due payment in full on or before event that is ok with me.
 Saved * Street parking with a walk in gate with in 20 feet to real grass is ideal if available.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Ratification of Agreement #22-251 – Rio School District (Mitchell/Galvan)

This agreement establishes the terms between Oxnard School District and Rio School District for the joint use of the OSD Transportation Facility.

Term of Agreement: May 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$30,000.00 paid to Oxnard School District by Rio School District.

RECOMMENDATION:

It is the recommendation of the Director, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #22-251 with Rio School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-251, Rio School District \(6 Pages\)](#)

**OSD AGREEMENT #22-251
LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into as of June 21, 2023, by and between Oxnard School District, a California public school district, (“Oxnard”) and Rio School District, a California public school district, (“Rio”). Oxnard and Rio may be referred to herein individually as a “Party” or collectively as “Parties.” This Agreement is entered into between Oxnard and Rio pursuant to the Joint Exercise of Powers Act as set forth in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code (“Joint Powers Act”).

RECITALS

WHEREAS, Oxnard currently uses certain real property at or near 516 West Wooley Road in the City of Oxnard, California, identified as Ventura County Assessor Parcel No. 203-0-061-490, for its bus transportation center (“Transportation Center”). The Transportation Center is generally depicted in Exhibit A; and

WHEREAS, Rio is in need of an interim bus transportation facility for the time period between the sale of its old facility and its location to and, as necessary, construction of a new facility; and

WHEREAS, Rio has requested, and Oxnard is willing to allow Rio, interim use of Oxnard’s Transportation Center for a period of one year for the interim non-exclusive use for (1) parking 18 Rio buses and 10 other Rio vehicles; and (2) use of related space and services described below;

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Oxnard grants to Rio a license for the non-exclusive right to (1) use the Transportation Center for purposes of parking 15 Rio buses and 14 other Rio vehicles; (2) space to place a modular office and a temporary restroom; and (3) utilize Oxnard’s regeneration system located at the Transportation Center. Rio shall coordinate with Oxnard to identify those spaces available for Rio use, and those areas of the Oxnard Transportation Center available for Rio to place the modular office and the temporary restroom. A depiction of the areas intended to be used by Rio are set forth in Exhibit B, which is subject to change from time-to-time as Oxnard coordinates with Rio to facilitate Rio’s relocation to the Transportation Center in a manner not to conflict with Oxnard’s operations to the greatest extent possible. The Parties agree that this license confers no easement or other legal interest in Oxnard’s Transportation Center or in any other Oxnard property upon Rio.

2. **Regeneration System.** As is set forth above, Rio may utilize Oxnard’s regeneration system located at the Transportation Center (the “Regeneration System”).

However, it is understood and agreed that Oxnard makes no representation and/or warranty with respect to the Regeneration System. Specifically, Oxnard makes no representation and/or warranty of any kind, express or implied, as to the condition of the Regeneration System, or as to the fitness or suitability of the Regeneration System for any use which Rio may intend to make thereof and Rio accepts the Regeneration System in an “As Is” condition. To the extent that Rio believes that repairs, maintenance, renovations and/or upkeep to the Regeneration System is needed, Rio shall be solely responsible for the performance of such repairs, maintenance, renovations and/or upkeep and the cost thereof.

3. **Common Powers.** Both Oxnard and Rio have the power to convey and hold property for the use and benefit of the school district (Education Code § 35162) and to enter into a contract with two or more public agencies to jointly exercise any power common to the contracting parties (Government Code §§ 6500, *et seq.*).

4. **Term.** The term of the Agreement shall be for a period of one year, from May 1, 2023 to and including June 30, 2024 (the “Term”); provided that the Agreement may be terminated earlier as set forth below.

5. **Payment.** In consideration for the license herein granted, Rio shall pay Oxnard the amount of \$30,000.00 (the “License Fee”) during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$7,500 each, due on July 11, 2023, October 11, 2023, January 11, 2024 and March 11, 2024.

6. **Indemnification.** To the fullest extent permitted by law, Rio will indemnify, defend and hold Oxnard, the members of Oxnard’s Board of Trustees, officers, employees, directors, agents and authorized volunteers (the “Indemnitees”) entirely harmless from and against any claim, demand, loss or liability (each, a “Claim”), of any nature whatsoever, that arise from, pertain to or relate to Rio’s use of the Transportation Center or the performance of Rio, or its officers, employees, agents, contractors, or subcontractors, under this Agreement, including any Claim for personal injury, death, property damage, infringement of third-party rights, and/or failure to comply with any applicable law or requirement.

7. **Insurance.** Oxnard and Rio each participate in the Ventura County Schools Self-Funding Authority (“VCSSFA”), and therefore are collectively self-insure for workers’ compensation, general liability, property, and automobile physical damage coverage under the VCSSFA self-insurance programs. In the event either Party withdraws from the VCSSFA, the Parties shall meet and confer to identify those alternative insurance requirements that shall apply to Rio’s use of the Transportation Center.

8. **Default.** If the Oxnard believes that Rio is failing to meet its obligations under this Agreement, Oxnard shall notify Rio in writing of the events and/or conditions that it believes constitutes such failure. Rio shall immediately correct the deficiencies identified by Oxnard. If Rio fails to immediately correct these deficiencies, Oxnard may declare Rio in default and immediately terminate this Agreement. However, termination of the

Agreement pursuant to this Paragraph shall not relieve Rio from completing its obligations under this Agreement.

9. **Termination.** This Agreement, being in nature a license, may be terminated by Oxnard upon 120 days written notice to Rio, and may be terminated by Rio upon 45 days written notice to Oxnard. However, Rio's obligations under Paragraph 6, above, shall survive the termination of this Agreement.

10. **Amendment.** This Agreement may only be amended in a written instrument signed by authorized representatives of Oxnard and Rio that has been approved by their governing boards.

11. **Assignment.** Rio may not assign its rights or obligations under this Agreement without the prior written approval of Oxnard.

12. Rio, by executing and delivering this Agreement, represents and acknowledges that it has read and understood this Agreement in its entirety and that it is willing and able to comply with its obligations hereunder. Rio further acknowledges and agrees that Oxnard is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of Oxnard hereunder are subject to all applicable federal, state and local rules.

13. In connection with this Agreement, Oxnard has determined that the use contemplated herein will not interfere with any Oxnard educational activity or otherwise jeopardize the education or safety of Oxnard students. Oxnard has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood.

14. This Agreement shall be interpreted in accordance with the laws of the State of California and, where applicable, with the Codes and/or Ordinances of the City of Oxnard.

15. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California

16. Any action brought to interpret or enforce any term of this Agreement, shall be brought in a state or federal court situated within the County of Ventura. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

17. All notices under this Agreement shall be made in writing and shall be delivered by being (i) personally served upon the other Party, (ii) mailed via U.S. mail, or (iii) delivered via overnight delivery service. A notice delivered by personal service is deemed received on the date upon which it is delivered. A notice delivered via U.S. mail is deemed received five calendar days after it has been deposited in a mailbox or with a U.S. Post Office. A notice delivered via overnight delivery service is deemed received on the day after the date upon which it is given to the overnight delivery service. Notices shall be addressed to the following persons:

To Oxnard:

Dr. Anabolena DeGenna
Interim Superintendent
Oxnard School District
1051 South A Street
Oxnard, California 93030

To Rio:

Wael Saleh
Asst. Superintendent, Business Services
Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA. 93030

18. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

WHEREFORE, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND:

Oxnard School District

Rio School District

By: _____

By: _____

Name: Lisa A. Franz

Name:

Title: Director, Purchasing

Title:

Date: _____

Date: _____

EXHIBIT A

MAP OF TRANSPORTATION SITE

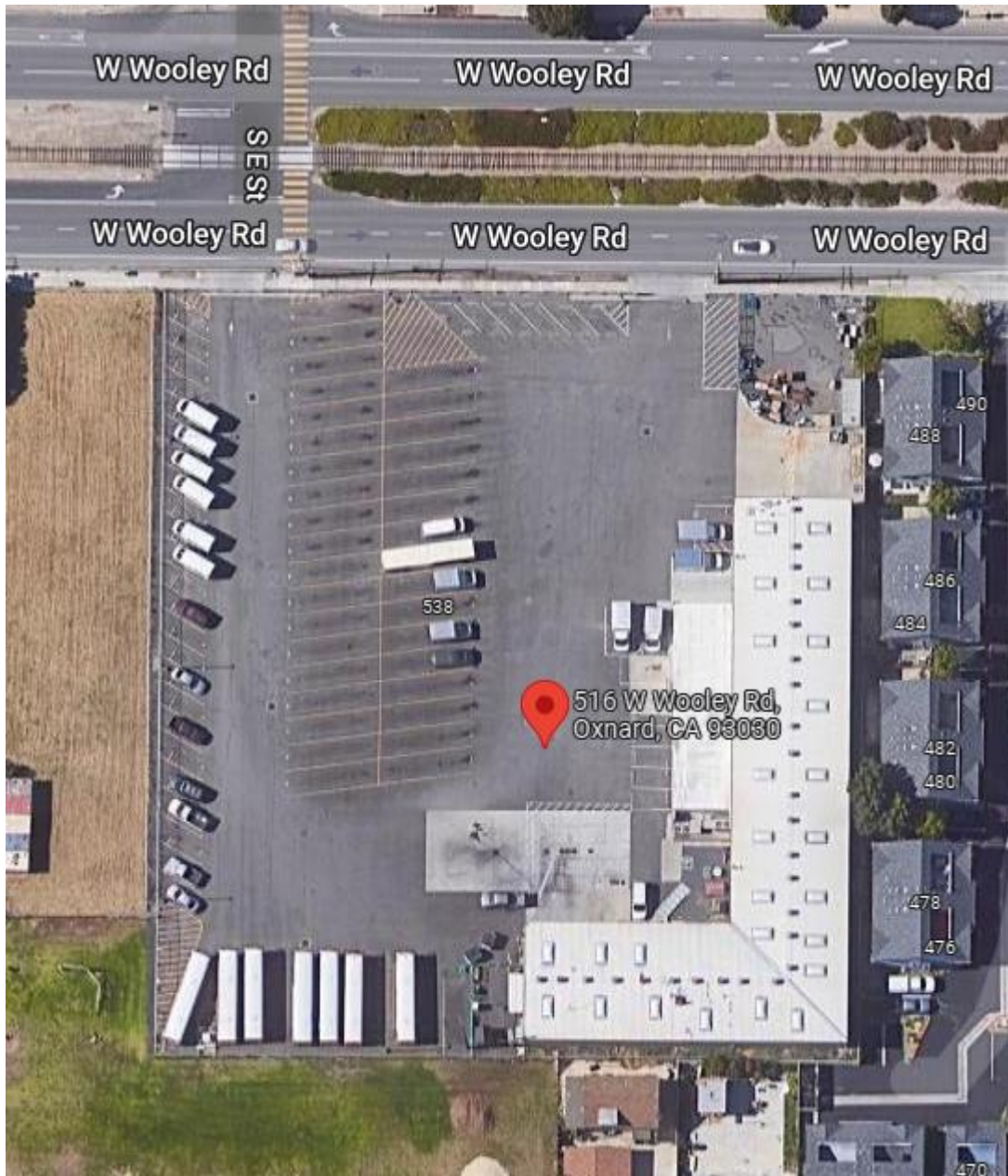


EXHIBIT B

DEPICTION OF PORTIONS OF TRANSPORTATION CENTER USED BY RSD



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #22-252 – Lewis Events (DeGenna/Anderson-Witherspoon)

Lewis Events provided two assemblies – Gold Rush & Colonial Days – on Friday, June 9, 2023, for students at Marshall School.

FISCAL IMPACT:

Not to Exceed \$3,046.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Marshall School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-252 with Lewis Events.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-252, Lewis Events \(4 Pages\)](#)
[Certificate of Insurance \(5 Pages\)](#)



CLIENT AGREEMENT/INVOICE

060923

This Agreement made May 6, 2023, between Marshall Elementary, (hereinafter referred to as Client) and Lewis Events.

Contact: Sandra Sloan
Email: sperez@oxnardsd.org
OR Sezina Saballett 805-570-5839
Address 2900 Thurgood Marshall Dr. Oxnard 93036
Office phone: 805-385-1557

Event: 4^h Grade Gold Rush & 5th Grade Colonial History Event
Date: June 9, 2023, friday
Times & Activities - See Detail Sheet

Needs from client:

- 1-2 adult volunteers to assist at each of the rotations. Please have them arrive ½ hour before start of activities to receive training.
- Assembly: Need 1 table, microphone and cd player or Ipod plug in and speakers. Lewis Events will supply music. Following show, if possible, bring sound system to activity area, so students can enjoy music during the rotations.
- **Table and chair needs listed on Detail Sheet.** School personnel to set up tables and chairs that are needed in the activity area. Please have a chair at each station for volunteer. Activities where table/chairs are needed can also be done at lunch tables or in a room.
- Suggest to have a bag with students name on it, IF they are doing activities where they will be taking an item with them.
- *Contingency Plan for inclement weather:* activities will need to be set up inside, under any cover or overhang, canopy, or 2 activities per classroom.
- Please let staff and parents know that photography is permitted during the show. Videography is not permitted, except when students are presenting during the Colonial program.
- Colonial program - See assembly script below for 6 readers to help during the show

Services: See descriptions on Proposal and Detail Sheet

History Show & Activities

All activity equipment and materials, set-up & take-down. (Tables provided by School)
Volunteer instruction & event management

1026 W Abigail Dr, Park City, UT 84036	*Los Angeles*	*Salt Lake City*
christy@lewisevents.com	Christy's cell(626) 536-8091	Jay's cell (626)794-7371
Theme Parties	Entertainment	Corporate Events



Payment

Total as itemized on 4th grade Gold Rush Detail Sheet	\$ 1,593
Total as itemized on 5th grade Colonial Detail Sheet	<u>\$ 1,453</u>
Total Due	\$ 3,046

A Purchase Order may be provided and 1 check in full may be given on day of event.

OR Deposit due at time of signing	\$ 1,523
Balance due COD	\$ 1,523

*** If Client cancels due to Covid-19 pandemic related, a \$250 Administrative fee is non-refundable.*

Option to pay Balance in Full upon signing

**** Lewis Events can only guarantee availability once Agreement is signed and received.**

**** If District requires additional forms, insurance waivers or endorsements beyond what has been included, there may be additional administrative fees due.**

Please make check payable to “Lewis Events” and mail to address below. Or you may use Zelle or Paypal (friends/family option so no fees) with email (Christy@LewisEvents.com) or phone number (626-536-8091)

Access time for set up:	2 hours prior to start of event
Access time for take down:	2 hours following event

Cancellation Policy: In case of Client cancellation following the signing of Agreement, Deposit shall be forfeited in order to cover Lewis Events estimated cost and losses. In case of cancellation within 7 days of event, all funds are non-refundable. However, Lewis Events will make its best effort to credit unused funds toward a future event.

In the case of cancelation due to Covid-19 pandemic related, a \$250 Administrative fee is non-refundable.

As an option to canceling an event and Client losing their deposit, Lewis Events will offer a live virtual performance for the reduced price of \$595 with optional additional demonstrations available. More information upon request.

Weather/Uncontrollable Incidents: There are certain incidents which are beyond the control of Lewis Events, such as extreme weather, natural disasters, riots, strikes, etc. Lewis Events will make every effort to fulfill this contract. In case one of the above or like incidents should occur, Client may reschedule event. If the event cannot be rescheduled, Client will be refunded any monies paid to Lewis Events. Lewis Events will not be responsible or liable to Client for any “consequential damages” and client’s sole remedy against Lewis Events, in the event of a non-fulfillment of this Agreement, is to obtain a proportional refund.

Client agrees to take responsibility for event attendees and any person Lewis Events has not directly hired. Client agrees to compensate Lewis Events for repair/replacement cost for damage to items or missing items (i.e. props and equipment), which have been supplied by Lewis Events as a result of event attendees.

Client **Oxnard School District**

Lewis Events, Christy Lewis

Signature, Date

Dr. Anabolena DeGenna, Assoc. Supt., Ed. Services

Christy Lewis 5/6/23

Signature, Date

Please sign and return one by email. Or if the district provides a contract to be signed, this Agreement will be noted under Attachments, and included in what is agreed upon by both parties.

1026 W Abigail Dr, Park City, UT 84036	*Los Angeles*	*Salt Lake City*
christy@lewisevents.com	Christy’s cell(626) 536-8091	Jay’s cell (626)794-7371
Theme Parties	Entertainment	Corporate Events



For Colonial Program

Who Am I game - Colonial Patriots for Readers – 2 girls, 4 boys

Please choose good readers who would be comfortable on stage with us presenting their character, and then reading the paragraph below about them.

George Washington

George Washington was born on 1732 in Virginia. He served as a general of the continental army during the American Revolution. Washington showed great steadiness and courage in battle and frequently fought near the front lines during his many battles. In one battle Washington had two horses shot out from underneath him and his coat was pierced by four musket balls. It was a miracle he was not seriously injured. For 2 terms, he was voted in by every member of the electoral college as the first President of the United States.

Washington fully believed in the ideals of virtue and honor. He was raised in a society where these were the most important things a man could have. He promoted the right of all Americans to worship in their own faith.

Betsy Ross

Betsy Ross was a fourth-generation American born in 1752 in Philadelphia, Pennsylvania. She was an apprentice to an upholsterer before leaving her family to marry outside the Quaker religion. Betsy and her husband John Ross started their own upholstery business. Legend holds that President George Washington requested that she make the first American flag.

Ben Franklin

Ben Franklin was a Founding Father and a polymath, or an expert in many areas. He was an inventor, scientist, printer, politician, and diplomat. In 1776 he was part of the committee that helped to draft the Declaration of Independence in which the 13 American colonies declared their freedom from British rule. He continued on to help draft the U.S. Constitution, and he negotiated the 1783 Treaty of Paris ending the Revolutionary War. Ben Franklin invented the lightning rod and the double spectacle or bifocal glasses. A writer known for his wit and wisdom, he also organized the first successful American lending library.

1026 W Abigail Dr, Park City, UT 84036 *Los Angeles* *Salt Lake City*
christy@lewisevents.com Christy's cell(626) 536-8091 Jay's cell (626)794-7371
Theme Parties **Entertainment** **Corporate Events**



Paul Revere

Born in 1735, Paul Revere was a silversmith and staunch patriot. He became a respected leader. In a bold act of defiance, he and others dumped tea into Boston Harbor, launching what came to be known as the Boston Tea Party.

Paul Revere came up with a system of lanterns to warn the minutemen of a British invasion. As tensions between the colonies and the British deepened, he was assigned to spy on British soldiers and report on their movement.

On April 18, 1775, in what is now called, The Midnight Ride, Paul Revere rode to Lexington to warn John Hancock and Samuel Adams of the approaching British. His name has been etched into history.

Sacajawea

Sacagawea was the daughter of a Shoshone chief. At age 12 she was captured by an enemy tribe and sold to a French-Canadian trapper, who made her his wife. In February 1805, she gave birth to a son named John (Jean) Baptiste. She was invited to join the Lewis and Clark expedition as a Shoshone interpreter. Despite traveling with a newborn child during the trek, Sacagawea proved to be helpful in many ways. She was skilled at finding edible plants. When a boat she was riding on capsized, she was able to save some of its cargo, including important documents and supplies. She also served as a symbol of peace — a group traveling with a woman and a child were treated with less suspicion than a group of men alone.

John Hancock

Born in 1737 in Braintree Massachusetts. His father died when he was young and eventually his aunt and uncle adopted him.

John Hancock inherited a thriving trading business in Boston and became one of the wealthiest men in the colonies. Hancock used his wealth to help the colonial troops. He, along with Samuel Adams, became a major figure in the colonial fight against British rule. He was a prominent Founding Father and the first to sign the Declaration of Independence. When someone asks you to sign your name, they will often say, “Put your John Hancock right here”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Oxnard School District	1051 South A Street Oxnard, CA 93030
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: Oxnard School District</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:


REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

	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  Curtis Luken

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #22-253 – Regents of the University of California - South Coast Writing Project (DeGenna/Shea)

South Coast Writing Project will provide the Oxnard School District, Expanded Learning Opportunity (ELOP) with Young Writers Academy summer writing experiences geared at developing a community of writers. These experiences will be at CSUCI campus.

Terms of Agreement: June 19, 2023 through August 11, 2023

FISCAL IMPACT:

Not to exceed \$218,609.25 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-253 with Regents of the University of California.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-253, Regents of the University of California \(13 Pages\)](#)

OSD AGREEMENT #22-253

SERVICE AGREEMENT

Between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, SANTA BARBARA**

And

OXNARD SCHOOL DISTRICT

This Service Agreement (hereinafter "Agreement") is entered June 21, 2023 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of the Gevirtz Graduate School of Education at the Santa Barbara campus (hereinafter the "University") and Oxnard School District, having a principal place of business at 1051 S A Street, Oxnard, CA 93030 (hereinafter the "Sponsor").

WHEREAS, the University has established the South Coast Writing Project (SCWriP) with a mission of improving student writing by improving the teaching of writing;

WHEREAS, the project contemplated by this Agreement is of mutual interest and benefit to both the University and the Sponsor, and is consistent with the educational objectives of the University;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. Statement of Work

1.1 The University, through its Principal Investigator(s) (as defined below), shall use reasonable efforts to perform the service activities set forth in the document titled "Statement of Work" which is attached to this Agreement as Exhibit A and is incorporated herein by this reference. The Sponsor acknowledges and agrees that the University cannot guarantee the results of its activities and that minor deviations from the "Statement of Work" might occur.

2. RESERVED

3. Performance Period and Term

3.1 The period of performance and the term of this Agreement will commence on June 19, 2023 and will conclude on August 11, 2023.

4. Cost to Sponsor

4.1 The cost to the Sponsor for the University's performance under this Agreement shall be Two-hundred eighteen thousand six hundred nine dollars and 25/100 (\$218,609.25) inclusive of the following:

\$129,546.00 for 9 classes (Summer Session 1 – Five Classes; Summer Session 2 – Four Classes at \$14,394 per class); \$89,063.25 for renting CSUCI’s space, meals and AV services (Session 1 costs \$48,116.63; Session 2 costs \$40,946.63). See Exhibit A.

5. Payment

5.1 The Sponsor shall make payments to the University in accordance with the provisions set forth in the document titled “Payment Schedule” which is attached to this Agreement as Exhibit B and is incorporated herein by this reference. The Sponsor must make checks payable to “The Regents of the University of California” and must send payments to:

Lauren Marquez
Business & Financial Analyst
Gevirtz Graduate School of Education
University of California
Santa Barbara, CA 93106-9490

6. Principal Investigator

6.1 The University’s performance under this Agreement will be under the direction of Dr. Dewar, who will serve as Principal Investigator(s) (hereinafter the “Principal Investigator”). In the event that the Principal Investigator becomes unable or is unwilling to continue work under this Agreement, and an alternate Principal Investigator is not agreeable to the Sponsor, the Sponsor will have the option to terminate this Agreement in accordance with Article 16. The Sponsor acknowledges and agrees that the Principal Investigator is the service contact for the University but is not authorized to amend, modify, or terminate this Agreement. Requests to amend, modify, or terminate this Agreement must be made in accordance with Article 15.

7. Rights in Data and Data Security

7.1 Subject to this Article 7, and in accordance with Article 10 and Article 11 of this Agreement, the Sponsor will have the right to use the Deliverables. The Sponsor hereby agrees that under no circumstances will the Sponsor state or imply that the University has tested, endorsed, or approved any product, service, or company.

7.2 Except as set forth in Article 11 of this Agreement, the University will have the right to publish and to use any information or data specified to be delivered under this Agreement, including the Deliverables, and any information or data gathered by or received by the University in connection with this Agreement. The Sponsor hereby grants to the University, to the extent that the Sponsor has the legal right to do so, a non-exclusive, royalty-free, irrevocable, worldwide license to use, reproduce, display publicly, and otherwise distribute any and all information and data that the Sponsor provides to the University in connection with this Agreement.

7.3 The Sponsor and the University acknowledge and agree that the University may not and will not disclose to the Sponsor any personally identifiable information in connection with this Agreement and that if such information is to be included in the Deliverables it must first be rendered anonymous and/or must be presented in an aggregate form.

8. Supplies and Equipment

8.1 In the event that the University purchases supplies or equipment in connection with this Agreement, title to such supplies and equipment will vest in the University.

9. Patents and Inventions

9.1 Inventorship and ownership of developments or discoveries first conceived and actually reduced to practice in the performance of this Agreement will be determined in accordance with University of California policies and applicable United States patent laws.

10. Copyright and Grant of License

10.1 Copyright in and ownership of original works of authorship first created and fixed in a tangible medium of expression by the University, or by the University's officers, employees, or agents, in the performance of this Agreement, including the Deliverables, will vest in the University.

10.2 The University hereby grants to the Sponsor, subject to the terms and conditions of this Agreement and to the extent that the University has the legal right to do so, a non-exclusive, royalty-free, irrevocable, worldwide license to use, reproduce, display publicly, and otherwise distribute the Deliverables in connection with the Sponsor's non-profit educational activities.

11. Confidentiality

11.1 During the term of this Agreement, the Sponsor might provide the University, and the University might provide the Sponsor, with certain proprietary business or technical information or materials (hereinafter "Confidential Information"). Except as required by law, and provided that all such written information or materials are clearly marked "Confidential" and provided that all oral disclosures of such information or materials are reduced to a writing clearly marked "Confidential" that is provided to the respective party within thirty (30) days of such oral disclosure, the University and the Sponsor will hold such information and materials in confidence and each hereby agrees to use reasonable efforts to prevent its disclosure to third parties. The Sponsor acknowledges and agrees that the Sponsor will provide Confidential Information only to the Principal Investigator. The obligations set forth in this Article 11 shall continue in effect for three (3) years after the expiration or the termination of this Agreement.

11.2 Information and materials disclosed by the Sponsor or by the University will not be considered Confidential Information when such information or materials: (1) are now public knowledge or subsequently become such through no breach of this Agreement; (2) are rightfully in the University's or the Sponsor's possession prior to the Sponsor's or the University's disclosure as shown by written records; (3) are rightfully disclosed to the University or to the Sponsor by a third party; or (4) are independently developed by or for the University or the Sponsor without reliance upon Confidential Information received by the Sponsor or the University. The University and the Sponsor hereby agree that the Deliverables will not be considered Confidential Information.

11.3 Because the University is a public, non-profit, educational institution and does not have identified resources to sustain liabilities related to the disclosure of information, the Sponsor

agrees that no financial liability will attach to the University in the event that the University breaches its obligations under this Article 11.

12. Performance

12.1 The Sponsor acknowledges and agrees that the University is under no obligation to perform, and the Sponsor is under no obligation to fund, the services contemplated under this Agreement unless and until all required University approvals are secured.

13. Publication

13.1 It is understood that, as set forth in Article 7 of this Agreement, the University will be allowed to use the information and data collected in connection with this Agreement for appropriate research purposes such as presentations at professional conferences and for scientific publications provided that no individual identifying information is used.

14. Governing Law and Venue

14.1 This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California as applied to contracts made and performed in California and without regard to the conflict of laws provisions thereof.

14.2 The parties acknowledge and agree that the exclusive venue for any cause of action of any nature arising out this Agreement will be a state court having jurisdiction over Santa Barbara, California.

15. Notice

15.1 Any notice required by or made in connection with this Agreement will be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail to the addresses given below:

To the University: Lauren Marquez
 Business & Financial Analyst
 Gevirtz Graduate School of Education
 University of California
 Santa Barbara, CA 93106-9490

With a copy to: Procurement Services
 University of California
 Santa Barbara, CA 93016-1150

To the Sponsor: Ginger Shea
 Oxnard School District
 1051 S A St, Oxnard, CA 93030
 gshea@oxnardsd.org

16. Termination

16.1 Either the University or the Sponsor may terminate this Agreement by giving at least sixty (60) days' written notice to the other. In the event of such termination, the Sponsor will pay the University for the University's actual direct and indirect costs, for the costs of non-cancellable commitments incurred prior to the date of termination, and for fair close-out related costs. If the total of such costs is less than the total of funds advanced to the University by the Sponsor, the University will return the balance to the Sponsor.

17. Publicity

17.1 Neither party will use the name, trade name, trademark, or other designation of the other party without the prior written permission of the other party. However, nothing in this Article 17 is intended to restrict either party from disclosing the existence of and nature of this Agreement (including the name of the other party) or from including any reference to the existence of and nature of this Agreement in the routine reporting of its activities.

18. Indemnification and Insurance

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

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

18.3 This Article 18 will survive the termination or the expiration of this Agreement.

Insurance

18.4 It is understood and agreed that the UNIVERSITY and SPONSOR will maintain insurance or self-insurance to fund its liabilities under or arising from the Agreement.

a. SPONSOR Insurance

i. SPONSOR, at its own cost and expense, shall procure and maintain during the term of this Agreement, selfinsurance or insurance for the following types of coverage:

1. General Liability Coverage, including Automobile Liability and Professional Liability, endorsed to include molestation and abuse coverage, with \$2,000,000 minimum limit for each occurrence and a minimum limit of \$4,000,000 General Aggregate.
 2. Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.
- ii. SPONSOR shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

c. UNIVERSITY Insurance
b. UNIVERSITY at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:

1. General Liability Coverage, including Professional Liability, with no exclusion for molestation or abuse, with \$2,000,000 minimum limit for each occurrence and a minimum limit of \$4,000,000 General Aggregate.
 2. Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000. ii. UNIVERSITY shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.
 - iii. The SPONSOR shall be named as an additional insured or covered party on the liability coverages maintained by the UNIVERSITY set forth above, and such coverages shall be primary to any coverages maintained by the SPONSOR.
- c. Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of the Work or Service.
 - ii. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the Student Teaching assignment.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Part must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Student Teaching assignment.

19. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

19.1 THE SPONSOR ACKNOWLEDGES AND AGREES THAT THE UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE UNIVERSITY'S SERVICES OR THE DELIVERABLES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. THE SPONSOR ACKNOWLEDGES AND AGREES THAT THE SERVICES AND THE DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS.

19.2 THE SPONSOR ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE UNIVERSITY'S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY THE UNIVERSITY FROM THE SPONSOR PURSUANT TO THIS AGREEMENT.

20. Excusable Delays

20.1 The University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of the University. The excusable delay will be allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

21. Assignment and Delegation

21.1 Neither party will assign its rights, or delegate its duties, under this Agreement without the prior express written consent of the other party, provided, however, that the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment or delegation will be void.

22. Amendments

22.1 No amendments to, or modifications or waivers of, this Agreement shall be valid unless in writing and unless signed by an authorized signatory of each party to this Agreement.

23. Additional Provisions

23.1 Not a Partnership or Joint Venture. The parties acknowledge and agree that the University is performing its obligations under this Agreement as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

23.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

23.3 Recitals and Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

23.4 No Waiver. The waiver by either party of a breach or default of any provision of this Agreement shall not constitute a waiver of any succeeding breach, nor shall any delay or omission on the part of either party to exercise any right that it has under this Agreement operate as a waiver of such right, unless the terms of this Agreement set forth a specific time limit for the exercise thereof.

23.5 No Third Party Rights. Nothing in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

24. Entire Agreement and Counterparts

24.1 This Agreement, and Exhibit A and Exhibit B, constitute the entire agreement and understanding between the parties and supersede all previous agreements and understandings, if any.

24.2 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties named below have executed a counterpart of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates written below.

OXNARD SCHOOL DISTRICT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Name: **Lisa A. Franz**

Name: Leila Thomas

Title: **Director, Purchasing**

Title: Sr. Contracts Analyst

Date: _____

Date: June 16, 2023

Leila Thomas, Sr. Contracts Analyst, The Regents of the University of California, on behalf of the Santa Barbara campus
Digitally signed by Leila Thomas, Sr. Contracts Analyst, The Regents of the University of California, on behalf of the Santa Barbara campus
Date: 2023.06.16 10:28:51 -07'00'

EXHIBIT A

Statement of Work

Young Writers Academy @CSUCI 2023 (Two sessions; SCWriP Contracts with CSUCI)

Location: California State University, Channel Islands (CSUCI)- 1 University Drive, Camarillo, CA 93012

Dates/Times: ● Summer 2023 Session 1: June 19-June 30 Monday-Friday; 9:00 a.m. -12:00 p.m.

● Summer 2023 Session 2: July 31-August 11 Monday-Friday; 9:00 a.m. -12:00 p.m.

Students: Up to 75; Rising 6-8 grade

Classrooms: SCWriP will staff up to 5 classes with two teachers each for two sessions. Each classroom will serve 20-25 students.

Schedule:

Students will arrive prior to camp. After camp, they return to OSD staff for transportation. YWC teachers will teach from 9-12:00

Final Day Celebration

- Summer 2023 Session 1: June 30 Friday; 10:30 a.m. -12:00 p.m.

Catered Lunch: \$4,500 per 150 people

Banquet space Indoor: \$840

AV Rentals: \$1,871

Final Day Celebration

- Summer 2023 Session 2: August 11 Friday 10:30 a.m. -12:00 p.m.

Catered Lunch: \$4,500 per 150 people

Banquet space Indoor: \$840

OR Banquet space outdoor: \$720

AV Rentals: \$1,871

Additional Information:

SCWriP to provide:

Daily Structure & Experience

- Two weeks of rich writing experiences geared at developing a community of writers:
 - Daily journal writing, modeled writing opportunities, guest presentations, walking on-campus field trip(s), and other enrichment activities/engaging experiences on CSUCI/OSD campus that lead to rich writing material
 - Instruction in peer-to-peer writing workshop throughout the Academy, with teacher mentorship
 - Exposure to a diverse array of writing genres
 - Scaffolding and support for ELD and struggling writers; new tools, techniques for advanced writers

- Published piece, performed in front of families at final day celebration
- End result: kids see themselves as writers, see the value of writing, and are able to apply what they have learned to tackle more challenging writing tasks in the classroom

Personnel

- Up to 2 Writing Project Fellows per 20-25 students. Writing Project Fellows are credentialed teachers who have engaged in an intensive summer study of writing and instruction of writing. Teachers engage in all writing exercises, modeling what writing process looks like – showing work, revision, process needed by all levels of writers.
- Dedicated SCWriP camp coordinator to support on-site logistics and planning ● Certificate of Clearance?

Promotion

- A PDF flyer and application that OSD will translate into Spanish and distribute
- (Optional) Dedicated webpage for families to get info
- (Optional) Press release that we will distribute and that your district may also distribute
- (Optional) Photographer to capture images of all classes/ students
- All classroom writing and art supplies
- Camp t-shirt
- Signage for camps
- End of camp anthology to be distributed at start of school year by OSD

T-shirts

- All YWA staff and participants will have YWA t-shirts to be worn the final day of camp.

OSD to provide:

Translation to Spanish

- Application, flyer, press release, website

Recruitment

- OSD is responsible for recruiting and registering students for Young Writers Academies.
 - OSD will provide completed applications with signed waivers returned **to YWA at least 3 weeks prior to start date**

Class Rosters

- OSD to provide list of all students for each Session by grade level to **YWA at least 3 weeks prior to start date**
- OSD to provide any IEP/health needs documentation for students who are registered to **YWA at least 1 week prior to start date**

Supervision

- A district employee as the on-site administrator and liaison with the Young Writers Academy Coordinator.
- District employees to supervise bus rides, handing out meals, and meal times with students
- OSD staff will also provide any necessary supervision after class sessions are over, including boarding buses.

Transportation

- Daily bussing to and from CSUCI and coordinated schedule of pick-up/drop-off times and locations for parents.
- If desired, bussing parents/families to/from CSUCI for final day celebration

Meals

- Breakfast at CSUCI Dining Commons supervised by OSD staff; Brown bag lunch for students provided by/supervised by OSD

First Aid and CPR. SCWriP agrees to furnish and maintain a first aid kit in a designated place at the Academy, and to check said kit each week to replenish any needed supplies. SCWriP will have at least one CPR certified staff member on site at all times.

In the event of a student becoming ill during the Academy, the student shall report directly to their teacher, who will contact the on-site district coordinator to determine next steps or communicate with parents. In the event of injury, the on-site district coordinator will coordinate with emergency personnel either at CSUCI or through 911 to get student needs.

EXHIBIT B

Payment Schedule

On or after the date of execution, the University will invoice the Sponsor for the full amount set forth in the Agreement.

The Sponsor shall remit payment for the full invoice amount within thirty (30) days of receipt.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section D: Action Items

Approval Of Oxnard School District 2023-2024 Local Control and Accountability Plan (DeGenna)

The Board of Trustees will receive a presentation on the Oxnard School District's Local Control and Accountability Plan (LCAP).

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Associate Superintendent of Educational Services that the Board of Trustees approve the Oxnard School District 2023-2024 Local control Accountability Plan (LCAP).

ADDITIONAL MATERIALS:

Attached: [2023-24 LCAP Document \(132 Pages\)](#)

[June 2023 LCAP Board Presentation \(25 pages\)](#)

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Oxnard School District

CDS Code: 56-72538-0000000

School Year: 2023-24

LEA contact information:

Dr. Karling Aguilera-Fort

Superintendent

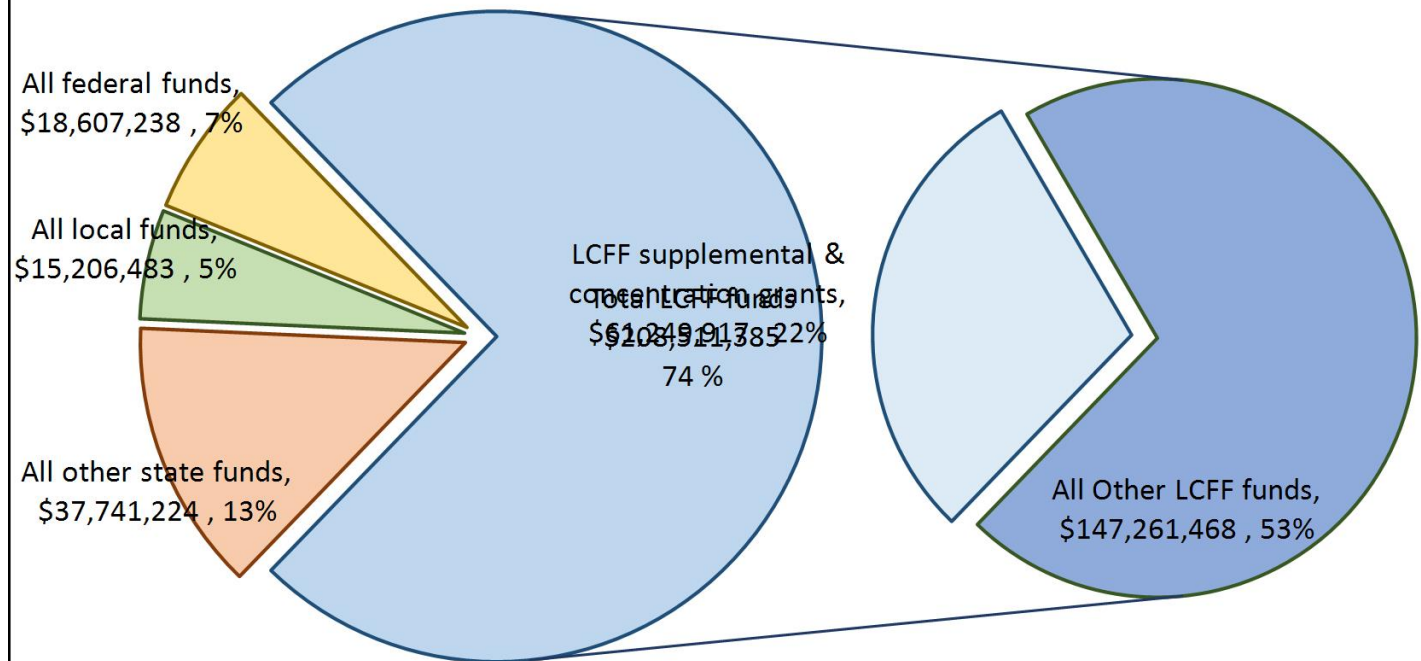
kaguilerafort@oxnardsd.org

(805) 385-1501

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

Projected Revenue by Fund Source

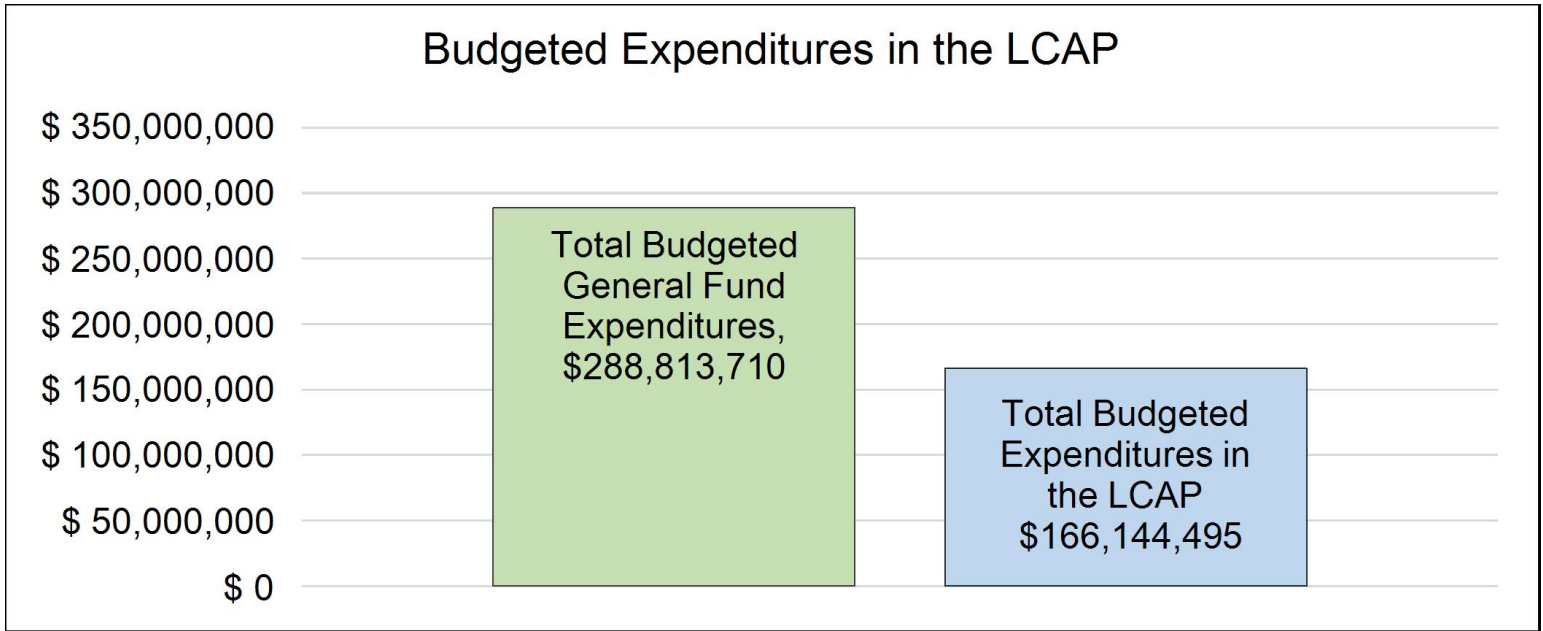


This chart shows the total general purpose revenue Oxnard School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Oxnard School District is \$280,066,330, of which \$208,511,385 is Local Control Funding Formula (LCFF), \$37,741,224 is other state funds, \$15,206,483 is local funds, and \$18,607,238 is federal funds. Of the \$208,511,385 in LCFF Funds, \$61,249,917 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Oxnard School District plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Oxnard School District plans to spend \$288,813,710 for the 2023-24 school year. Of that amount, \$166,144,495 is tied to actions/services in the LCAP and \$122,669,215 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

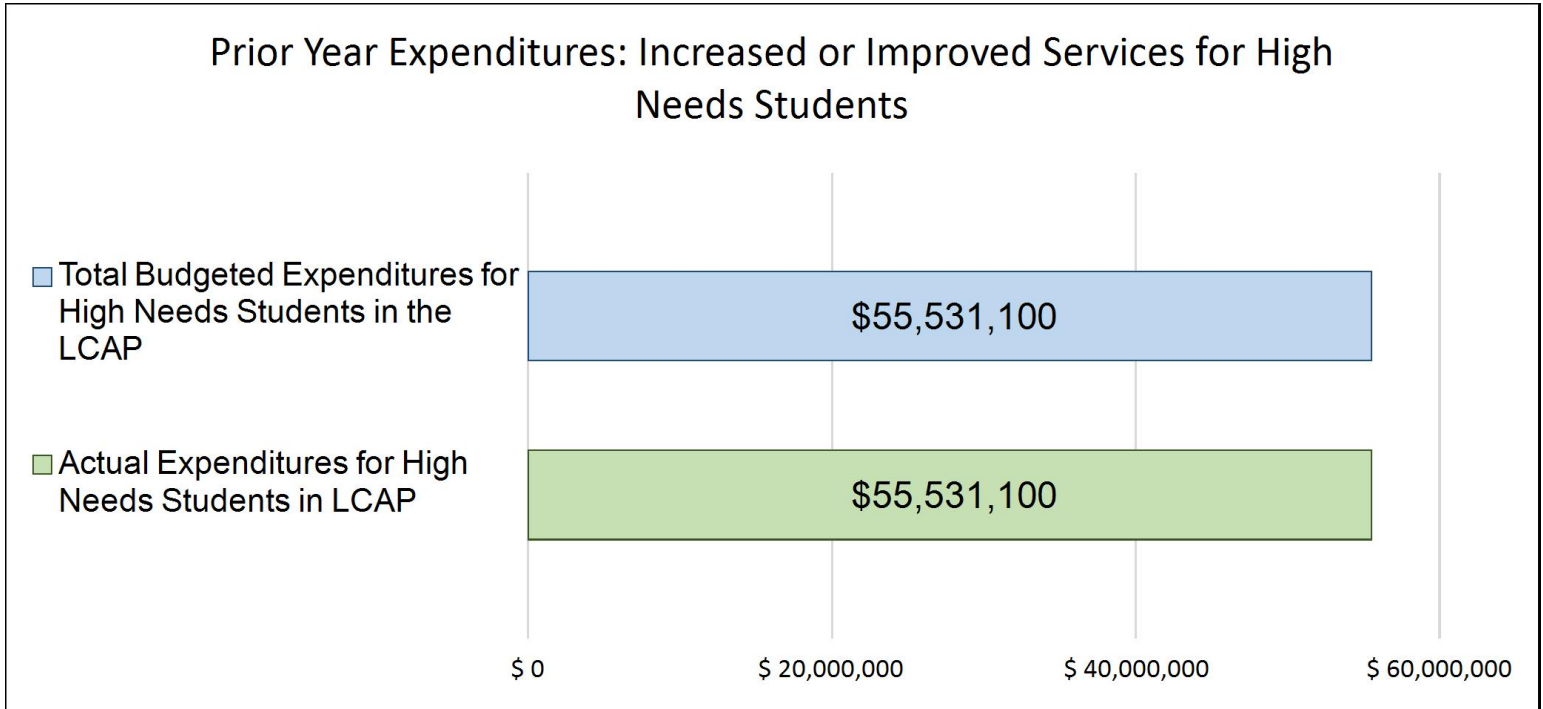
Operational and other expenses such as utilities, substitute staffing, and miscellaneous materials, supplies, and services.

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Oxnard School District is projecting it will receive \$61,249,917 based on the enrollment of foster youth, English learner, and low-income students. Oxnard School District must describe how it intends to increase or improve services for high needs students in the LCAP. Oxnard School District plans to spend \$61,249,917 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Oxnard School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Oxnard School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Oxnard School District's LCAP budgeted \$55,531,100 for planned actions to increase or improve services for high needs students. Oxnard School District actually spent \$55,531,100 for actions to increase or improve services for high needs students in 2022-23.

Local Control and 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 [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The Oxnard School District is located in Oxnard, California, the largest city in Ventura County. Established in 1873, the Oxnard School District has 21 schools serving approximately 14,000 students in grades TK 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 make Oxnard unique is the growing number of Latinx students who have Mixteco as a native language rather than Spanish. This unique characteristic provides opportunities for the district to better serve the diversity of its students. The Oxnard School District, like many other districts in California, continues to experience significantly declining enrollment.

Against the backdrop of diversity and an activist and advocacy parent community, the Oxnard School District has committed to expanding its equity and social justice efforts. This shared commitment drives Oxnard’s relentless and continuous improvement efforts, in October of 2022, discussions began with Francisca Sanchez and Provocative Practice about moving forward a more comprehensive and articulated approach to Oxnard’s journey forward building strategically on what has already been accomplished. Having lived through a pandemic and seeing more closely the continued gaps is opportunities for all, the Oxnard School District community has been inspired to take action, and a strategic plan was developed with the involvement of staff, educational partners, students, and community leaders. The development of the Strategic Plan Oxnard EMPOWERS-.- a vision of possibility in action - allows us to ensure that our district is a responsive educational institution and an organizational advocate in addressing student success with a focus on creating equitable and social-justice-oriented learning environments. Oxnard Empowers and this LCAP represent an explicit investment in values-driven, principles-driven, and research-informed educational planning for the success of Oxnard students.

The district vision: Changing the World! Inspired, Accomplished, Multi-lingual Citizens – In School and Beyond guides the work of the district and the commitment to embark on a journey of transformative school reform centered on a deep respect for students, educators, partners, and communities. For the district to achieve this vision, the district has developed a Student Profile to guide the work of the district. The Student Profile aims to provide students with an education that prepares them to create, communicate, collaborate, design, and apply new knowledge in real life and a variety of different contexts. The district aims for students to be confident, solution-oriented, digitally, artistically,

and linguistically prepared for future opportunities. To achieve these goals, the Oxnard School District is committed to providing students the learning opportunities to become readers, writers, and mathematical thinkers so that they can use this knowledge to advocate for themselves and select courses that will prepare them for the future.

To support the new vision of student success, Oxnard School District affirms five core values and beliefs; 1) Equity and Excellence, 2) Safe and affirming environments, 3) Achievement, performance, multilingualism, and global/sociocultural competence, 4) Relationships built on integrity, mutual trust, respect, and caring, and 5) Professional accountability and service. These values guide the Theory of Action the district has established to accurately translate our intentions into action. The Oxnard School District believes that if we commit to a vision of student success, and if we are relentless in clarifying and supporting classroom leadership, and if we build and support school leadership, and if we organize district leadership around core values and instructional priorities, and if we engage our families and community in active support then we will become a district of highly effective and equitable schools.

The Oxnard School District is committed to increasing the academic achievement of all students through quality instruction, meaningful access, a challenging and engaging curriculum, and aligned assessments while ensuring that all systems are culturally and linguistically responsive to the needs of our students and their families. To ensure and evaluate these practices, the district looks to guiding documents like the California English Learners Roadmap, the California Frameworks, and the Dual Language Guiding Principles. In line with these documents, the Oxnard School District welcomes and responds to the diverse need of all students, including the varied typologies of English Learners within the district. District teachers, staff, and administrators are committed to providing students with an enriched educational experience by ensuring students have access to a broad course of study, including STEM and the Arts. Recognizing that our students' home languages represent a powerful asset for themselves and our community, our district is committed to building strong, research-based, and standards-driven biliteracy programs across eleven schools in the district.

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. Professional learning is focused on deepening understanding of the state standards, implementation of high-leverage instructional practices, and the effective use of scaffolding and differentiated instruction through the lens of culturally responsive teaching practices. As a district, we believe that the most effective instruction happens in inclusive settings where students receive grade-level standards that are scaffolded to meet their needs.

Though there are many assets within our community and district, we are also intensely aware that the community is impacted by high rates of poverty, crime, and trauma. Given the demographics of the Oxnard School District, district teachers, staff, and administrators must be committed to providing programs that support the challenges that greatly impact the community. 87.7% of the students are categorized as Socioeconomically disadvantaged, 50.3 % as English Learners, 19.5% of students receive Special Education Services, approximately 4% of students are classified as homeless, and .3% as Foster Youth. These factors are significant, as they require OSD to ensure that all students are ready to learn. 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 cornerstone of our district and we believe providing children with the best educational opportunities demands attention to the whole child.

Based on the current status of our districts, we have defined five areas of work that form a framework for powerful and sustainable district transformation. The first is to focus on student academic engagement and achievement. For this to improve the district will need to

dramatically accelerate student academic engagement and achievement across all Oxnard populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices.

The second area of work is to create and maintain safe, affirming, equitable, and enriched culturally and linguistically multilingual environments of high intellectual performance across all content areas and in all areas needed for 21st Century success. To accomplish this, the third area of work is to provide strategic direction, guidance and support to sites and district departments focused on improving the instruction, interaction, and engagement in every classroom so that all students reach high levels of academic excellence, multilingual achievement, global competency, and healthy identity development, agency and voice.

The success of our district includes our greater community and educational partners; therefore the fourth area of focus is to create and grow family and community alliances focused strategically on their collaborative leadership roles in supporting and promoting student success as defined by the Oxnard Student Profile. To bring all of these areas together, the fifth area of focus is to create a coherent and sustainable district-wide infrastructure and culture to support and communicate the district's identity and strategic work on behalf of all students, facilitate strategic plan implementation, monitor progress, and assess effectiveness and sustainability, and position the district as a leader in equitable and excellent education.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

The Oxnard School District has many assets upon which to build its future successes. With leadership committed to the high achievement of all students and the nurturing of a respectful and collaborative district culture, the district is already on a transformational journey. Currently, there are four major areas of growth, accomplishment, opportunity, and strength: Creating Systems to support the improvement of instruction/program design, expanding biliteracy/dual language education, human capital, and parent-family engagement. These are areas that have a high potential for supporting OSD's transformation.

COVID-19 had a tremendous impact on the academic progress in OSD. Nevertheless, there are a few points in the area of accountability that demonstrated growth for some of our more marginalized students. While the general population demonstrated some regression on standardized testing, our English Learners made some growth. According to the Smarter Balanced Assessment in the area of English Language Arts, our EL population increased from 5.43% of students at or above grade level in 2019 to 12.21% in 2022. In Mathematics, this same group moved from 4.02% at or above grade level to 7.18%. On the California Dashboard English Learner Progress increased from 50.4% in 2019 to 59.8% in 2022. Though this growth is minimal and still extremely low for English Learners, it is an area of growth for the district.

There are areas that do not yet demonstrate success on standardized measures, but we believe they are creating the foundation for future growth. Notable is the focus on program design to support the improvement of instruction through the development of the district mathematics and literacy/biliteracy pedagogies. This includes providing additional professional learning days to ensure all teachers have the training necessary aligned to standards and district pedagogies, instructional coaching and support on lesson design and delivery for teachers through the use of Teachers on Special Assignment/Instructional Specialist; and establishing early release days for teacher planning and collaboration to ensure district provided training is being put into practice. As a part of this effort, the district has developed and

is implementing a K-5 Standards-based report card that is aligned to the California Common Core Standards and the professional development teachers receive. The report cards also come with Teacher Guides and Parent Guides, which include rubrics, expectations, and resources to ensure clear communication for all educational partners.

The biliteracy/dual language programs are a cornerstone of the district's focus on implementing and protecting powerful additive programs that have a strong research base and evidence related to their potential for dramatically improving student achievement. To this end, the district has adopted a common instructional framework and continued to develop instructional integrated biliteracy units. 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 schools with high linguistic needs and with high poverty. The district has eliminated all barriers to entry into the program to ensure all students have access regardless of their native language. On local assessments, benchmark data follows the trends of the Thomas and Collier study. The district will continue to monitor data closely and adjust as necessary to ensure all students are achieving. As a result of this work, the Oxnard School District received the prestigious 2022 Lynne Aoki Multiple Pathways to Biliteracy District Recognition Award from Californians Together. The purpose of the award is to inspire the development of robust dual language programs, multiple opportunities, and comprehensive pathways in order to enable all students to reach their full potential of proficiency in two or more languages. Once again, this recognition validates the work that has been done, however, the district also acknowledges that there is still much work ahead in terms of implementation of the established practices. Another notable effort to establish a strong foundation for academic progress is the partnership OSD established with California Education Partners for the Pre-School to 3rd Grade Mathematics Collaborative. In partnership with UCLA and Cal-Ed Partners, OSD was able to provide teachers with in-depth training and coaching on mathematical practices and Counting Collections. Though the results are not yet transferred into Standardized assessments, in preliminary data demonstrates growth in local assessments in the primary grades at schools where the coaching started.

Based on the LEA Local Indicator Self-reflection Process Parent Engagement is an area of strength. Over the last several years, building relationships with parents has been a priority for the Oxnard School District. The Oxnard School district has had tremendous success building collaborative relationships with parents, particularly parents of English Learners. In addition to regular participation in committees and councils, the district has also spent a great deal of effort in providing parents with training such as Project 2Inspire. This opportunity has empowered parents and created 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 two District Family and Community Liaisons to work with families of students most at risk. These staff members are housed in the newly open Family Resource Center which is open to families for support during the workday. Part of the work of this team is to ensure that our students identified as homeless or foster youth receive additional support and services. Additionally, through the Family Resource Center parents are provided opportunities to participate in Professional Learning in a variety of areas. Every school has an outreach consultant whose position is to work with parents in support of any school or community service that is needed. Over the last two year OSD has made great progress in family and community outreach. Currently, OSD has many parent groups including the African American Parent Advisory, Mlxteco Parent Advisory, Advisory Group for Parents of Foster Youth, Asian-American, and Pacific Islander Parent Advisory, and DELAC.

Each of the local indicator self-reflections tools was administered and narratives are complete. The 2023 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.

There is much to be done to achieve Oxnard's new vision and student success, the level of student achievement is still unacceptably low. Even with the investment made in human capital, and multilingual pathways, there is still a need to provide staff with additional opportunities for professional growth and support. Students need more access to rigorous, challenging, and engaging curricula and pedagogy. The need to continue to refine and implement a clearly articulated MTSS process.

Student Performance in all areas of The California Dashboard is poor. Despite programs that have been put in place, the 2022 data was not favorable for the district, the impact of COVID 19 and school closures were still very much a factor. Chronic Absenteeism was of great concern. Overall, the district scored in the "Very Low" category in 9 of 11 student groups. This has been an area of focus during the 2022-2023 school year, SARB and Mini-SARB conferences have been taking place at all our schools, as well as school site incentives, home visits, and outreach to families. Given the level of Chronic absenteeism, the district has received a grant that will focus on improving school attendance. The Manager of the grant will work closely with School Outreach Consultants and will develop a site plan to improve chronic absenteeism.

Student suspension rated "High" on the 2022 California Dashboard. Foster Youth, Homeless and Students with Disabilities were the three groups that rated very high. This year's LACP will include actions to provide staff development from Safe and Civil schools to site leadership teams to build capacity to strengthen PBIS teams at each site. Additionally, the administrative tea will be exploring restorative practices that can be implemented in lieu of suspension. In particular, the PBIS teams will work on preventative measures that can be put in place for our most at-risk students.

Emergent Bilingual/English Learners continue to be an area of focus for the Oxnard School District, though this student group has made growth, Long-term ELs continue to need additional support. The English Learner Progress metric on the Dashboard is "Low". Though this metric increased from 50.4 in 2020 to 59.8 in 2022, it is still a target area. Based on the rate of Reclassification in the Spring of 2023, we anticipate showing improvement when the 2023 Dashboard is released. We will continue to focus on the implementation of Designated and Integrated ELD at all schools. At Middle Schools, Designated ELD will be differentiated based on student needs and typology. Teachers on Special Assignments will continue to work with teachers on lesson design and language development. Newcomer students will continue to receive specialized programs, in small class sizes to allow for differentiation. Additionally, OSD will provide ELD classes with the English 3D curriculum as well as AVID Excel for students close to reclassification. To assist in this work, OSD has a team of Teachers on Special Assignments across content areas to work collaboratively to improve teaching and learning at scale.

The next focus area is Mathematics, across the district mathematics is our academic area of greatest need. The overall rating on the California Dashboard is "Very Low" and most student groups were also in the very low category. The student groups who were not in "Very Low" are African American students, students of two or more races, White, Asian, and Filipino. However, there are no student groups that were performing at "high or Very High" levels on the 2022 Dashboard. This reality is of great concern. To address this concern the district has put in place many actions including hiring a mathematics administrator to oversee pedagogy and implementation, professional development with the California Education Partners in the P3-CC alignment, hiring three Teachers on Special assignments to support

mathematics, piloting new Tier 1 and 2 curriculum and the implementation of a systematic student monitoring system at each school site. Benchmark assessments are monitored after every assessment window and IABs are required as part of the assessment program. Finally, the last area of identified need is in Language Arts. On the 2022 Dashboard English Learner/Emergent Bilinguals, Foster Youth, Homeless, and Students with Disabilities are in the “Very Low” measure and African American, Hispanic, Socioeconomically Disadvantaged, and White student groups are in the low. During the 2022-23 school year many measures were put in place that will continue in the 2023-2024 school year. Some of these measures include but are not limited to Teachers on Special Assignment to support Literacy and Lesson Design, Site based Literacy coaches at 6 schools, Literacy teachers at all K-5 and K-8 schools, and a new Tier 2 curriculum, and the implementation of a systematic student monitoring system at each school site. Benchmark assessments are monitored after every assessment window and IABs are required as part of the assessment program. During the 2023-2024 school year, the Reading Horizons literacy intervention program will be implemented as a Tier 2 intervention. Professional development will be provided, and the program will be delivered by an intervention teacher at each site.

In alignment with our Strategic Plan, we will continue to focus on strengthening first instruction, that is engaging and evidence-based. Through the improvement cycle process, site principals will work with school teams to develop higher levels of understanding around student grade-level expectations and academic acceleration rather than remediation.

While each of the local indicator self-reflections tools was implemented with educational partners and the 2023 Dashboard will indicate ‘met’, in the fall, we feel strongly that connecting with all educational partners as well focus on standards-based instruction continue to be a priority.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Oxnard EMPOWERS, our new district strategic plan, defines the direction in which we must journey in order to reach that desired destination as articulated in our new vision and our learner profile. One of the highlights of our LCAP is the incorporation of the strategic plan. Because we believe that building on what’s working and the assets, we have will provide us with the most responsive and effective results, the LCAP continues to highlight and support some key non-negotiable programs and directions that are already in implementation status across the district. These include:

- Dual Language Immersion (DLI) Initiative (at already identified schools)
- Collaborative TK-E Math Project with UCLA (at identified schools)
- MTSS Refinement and Alignment Efforts
- Middle School Task Force and partnership with the California Education Partners on the “On Track” collaborative.
- Investment in the Social and Emotional well-being of students
- Strong family and community connections

This LCAP also is designed to ensure that we are making progress toward achieving student success. We define student success by achieving the characteristics of the Oxnard Student Profile. The student profile establishes the key characteristics or traits of a successful

student. The Student Profile is the cornerstone of the district's transformative efforts to dramatically improve outcomes for its students.

In order to achieve the profile, this LCAP supports our instructional priorities. Our instructional priorities are lenses through which we focus our work. To accomplish these priorities this LCAP calls out the investment made toward high-quality, evidenced-based professional learning. The District's commitment to building human capital is supported by a body of research that demonstrates that the 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 educational partners are working towards the same goal.

Equity and access for all students, coupled with the mindset that the ethnic and linguistic diversity in Oxnard are assets to be celebrated, encouraged, and reinforced 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 Americans, 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 to ensuring students' and families' needs are met, this is also evidenced by investment in child nutrition, transportation, translation services, and many other actions.

The final 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. 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.

In developing the LCAP annually, Oxnard School District measures its progress in meeting the specific requirements. LCFF priorities also include the review of Local Indicators measured through self-reflection. The 2023-2024 LCAP Goals include metrics that will show 'met' when the CA Dashboard opens to the public in the fall of 2023. "Met" indicates that the district completed a reflection for each state's priorities aligned to the local indicators. The CA Dashboard will indicate each reflection in its entirety on the public website. Failure to complete the reflection will result in a 'not met' on the dashboard. The district dashboard will show 'met' and will use the information to support the actions & services addressing the conditions of learning, pupil outcomes, and engagement. Local Indicators address the following state priorities- Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1), Implementation of State Academic Standards (LCFF Priority 2), Parent and Family Engagement (LCFF Priority 3), School Climate (LCFF Priority 6), and Access to a Broad Course of Study (LCFF Priority 7) For more information on Local Indicators

<https://www.caschooldashboard.org/about/faq>, To view our district local indicators, please visit <https://www.caschooldashboard.org/>

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Fremont Academy of Environmental Science and Innovative Design

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Oxnard School District will provide support to Fremont Academy as they develop and implement their CSI plan. The support will be focused on a school reform model that will improve student outcomes in the areas of chronic absenteeism, suspension rate and academics, specifically in English language arts and mathematics.

Oxnard School District will utilize internal systems, programs and personnel to inform the plan. Required components of a CSI plan are already incorporated into the SPSA template (comprehensive needs assessment, educational partner involvement and resource inequities). Therefore, the Fremont SPSA will serve as the CSI plan. The Leadership Team and School Site Council of Fremont Academy will develop and monitor the plan with the guidance and support of the Director of School Performance and Student Outcomes, who will also act as their CSI Coordinator. Data from benchmark assessments will continue to be analyzed to determine student need. Teachers have PLC time at least once a week and separate common planning time at least once a week to plan instruction. A robust MTSS system will be implemented in order to ensure student needs are met. Guidance and support for MTSS is provided by the Director of Pupil Services. The district supports academic intervention programs in which Fremont students will participate. The district's professional development plan includes and supports professional learning related to: evidence-based instructional strategies; mathematics and comprehensive literacy; district mandated academic programs and software; district data systems; Positive Behavioral Interventions and Supports (PBIS); the MTSS process; and social emotional programs and strategies. Site Administrators are included in that professional development, but they also participate in specific professional development to enhance their skills as instructional leaders through a consultant. There is a comprehensive family and community engagement plan which includes structures to engage various members, such as DELAC; ELAC; SSC; PAC; PTA; the African-American Parent Group; the Mixteco Parent Group; the Asian-American, Pacific Islander Parent Group and Project2Inspire.

In addition to the district's internal support systems and services, CSI funds have been used to contract with an external provider to support Fremont Academy in their CSI plan development and implementation. Orenda Education uses the Teach, Lead, Counsel (TLC) approach. TLC provides equity-based systemic changes to schools, so improvement is continuous and sustainable.

- TEACH builds a powerful teaching and learning system by designing grade-level curriculum, common assessments and instructional strategies while enabling educators to reflect and reassess their methods.
- LEAD builds the capacity of site and district leaders through a scholarly and technical approach to support the school conditions for staff and students to reach achievement targets.

- COUNSEL builds the student support services division of the school community where staff use actionable college readiness indicator data via Orenda’s monitoring software to measure student progress towards college and career readiness.

Orenda Education will conduct an equity study to serve as baseline data to understand current systems and conditions which contributed to Fremont’s CSI status. The study will include interviews with educational partner groups; data gathering and analysis; surveys and student shadowing. District and Site Leadership will participate in professional development comprised of “power clinics” and Fall and Spring Institutes. Professional development will also be provided directly to teachers. All actions will be in alignment

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

The CSI Coordinator (District Director) will join the site’s School Site Council and Leadership Team meetings on a regular basis to monitor and evaluate the implementation of the CSI plan utilizing a monitoring tool to measure progress toward metrics.. A representative from the external technical support provider will also be invited in order to provide information and updates. The meetings will address the extent to which the CSI funds are being utilized to assist in meeting the grant objectives.

Outcome data to be collected and used to inform ongoing decision making and the effectiveness of the school's CSI plan will include:

1. Academic achievement data - CAASPP ELA and Math results, including those of all subgroups;
2. Local benchmark data - STAR Reading and STAR Math results
3. Student engagement data - student attendance, chronic absenteeism and suspension rates;
4. Student social emotional learning data- Panorama results;
5. Parent engagement data – Panorama results.

Outcomes will be shared during SSC, ELAC, Site Leadership and staff meetings.

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

The Oxnard School District believes that educating our children is a shared responsibility, therefore educational partner input and engagement is critical to the LCAP development process. The LCAP committee for 2023-2024 consists of diverse educational partners: District administrators representing all district departments, middle school administrators, K-5 Administrators, members of the Oxnard Educators Association, members of the Oxnard Supportive Services Organization, members of the California School Employees Association and parents. To engage this committee, 3 LCAP meetings were held; February 7, 2023, March 14, 2023, and May 16, 2023. The purpose of the meetings was to share the LCAP process with educational partners, present district data, gather input on the needs of the district from the perspective of the different educational partners, and ultimately share the recommendations of the team that will be addressed in the 2023 LCAP. The meetings were collaborative, and all the different stakeholders were able to provide recommendations to the team. The LCAP process and draft were also shared with different parent and community groups, including DELAC, the Parent Advisory Committee, the African American Advisory Committee, the Mixteco Parent Advisory Committee, the Asian American and Pacific Islander Parent group and a group for families with Foster Youth. Data was gathered from each parent group as to the specific needs from each group's perspective. Special Education representatives were present at least at one of each parent group meeting to provide information and gather feedback on special education programs.

In addition, an LCAP Panorama survey was created for both community and families in both English and Spanish. A different LCAP survey was created for staff. During the LCAP meeting, the surveys were shared and recommendations were provided for the development of the LCAP. The surveys were posted on the district website, and emailed to staff and families. The input was also gathered from staff through Curriculum Council meetings. These meetings are ongoing and this space provides teachers an opportunity to give feedback and input on instructional needs connected to the State Priorities. Additionally, as a result of feedback on communication, the Education Services Department hosts a biliteracy teacher focus group. During these meetings a representative from each school can share concerns and provide input and feedback on issues related to biliteracy.

Student voices and input were gathered through monthly 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. Some of the Superintendent Fellows participated in the development of the Oxnard EMPOWERS Strategic Plan. Additionally, the Superintendent and the Associate Superintendent held student focus groups at each of the middle schools to gather input from diverse student groups.

The Public Hearing for the LCAP was held on June 7, 2023, during this time, the Superintendent will provide written responses to all of the received comments as well as to the necessary committees. The LCAP will be taken to the School Board for approval on June 21, 2023. No written responses were asked by committee members between the public hearing and the approval process.

The SELPA participated and was available to consult on several activities that align with a district's LCAP discussions and development. This would include the following: Targeted Monitoring & Intensive Monitoring Reviews: Special Education Plan Operations Cabinet Meetings Superintendents' Policy Council Inquiry and Implementation Network Meetings 1-1 meetings as requested and may align to your Draft LCAP review meetings with the VCOE's Accountability and Continuous Improvement team.

A summary of the feedback provided by specific educational partners.

As a result of the outreach to the different educational partners, several trends surfaced aligned with LCFF State Priorities. The first area that was shared by multiple groups centered around the need to provide students with additional resources to address the impact of COVID-19 on the learning process. This concern was present in all meetings as well as data gathered via surveys. Some of the suggestions were summer school, additional before or after-school opportunities, and opportunities to work with intervention teachers. Additionally, educational partners recommended the need for individualized support for students. To address this need, suggestions were made to provide schools with lists of evidence-based intervention materials. Additionally, in order to meet students' needs, certificated staff felt strongly they needed structured planning time and a choice of professional learning opportunities. Staff also requested training on differentiation of instruction and inclusive practices. Another area that was discussed, mostly by staff, was the need to invest in more teacher training on evidence-based practices to support the literacy and mathematics gaps in student learning and the need for more intervention support programs and all schools but primarily middle school. In addition to intervention, educational partners noted the need to have more arts education embedded in school programs so that all of the characteristics of the student profile are addressed.

Another area that surfaced among all of the different educational partners was the need for additional social and emotional support for students. It was recommended that students receive instruction on how to cope with the trauma experienced during the Covid-19 pandemic. Recommendations also included more counseling services for students and a strong implementation of a PBIS program. The need for additional counselors was shared by several groups both in meetings and via surveys. Connected to this, staff voiced concerns about the extremely challenging behaviors experienced in school during the 2022-2023 school year and the need for a universal, systematic approach to address discipline, including restorative practices. In response to this, more actions and services have been included in this year's LCAP. Via the staff survey, staff shared the need for more professional growth opportunities. In disaggregating the data, this was most evident with classified staff. Additionally, staff continued to share concerns about district-wide communication and a forum to provide more feedback. During the 2021-2022, school year, the central office provided several opportunities for feedback for certificated staff, such as Curriculum Council, Middle School Task Force, and interest surveys. Classified staff was provided opportunities to provide input and feedback through job-a-like meetings for ORCs, Attendance Technicians, and School Office Managers. Throughout the year, the Superintendent and Associate Superintendent held large convenings with classified staff and management to share the Strategic Plan and solicit feedback and input on staff needs.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Educational partners' input was prioritized by how much direct contact and impact the action or services recommended had on students, particularly students with the greatest needs and who have been most significantly impacted by Covid-19. This includes students experiencing homelessness and foster youth.

Educational partners' input greatly influenced many sections of the 2022-2023 LCAP. As a result of the information provided several services have been included in the updated LCAP:

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- Hiring MTSS teachers to support Tier 2 instruction with systematic evidence-based interventions in Language Arts and Mathematics.
- Purchase and Implementation of a Tier 2 Mathematics and Language Arts Intervention program

- Refinement of the MTSS Handbook to clarify the process and identify resources
- Training for staff PBIS and support to revamp the school-site PBIS teams
- Funding to provide staff with a new PD hourly rate to encourage attendance for professional development opportunities
- Partnership with Oxnard College to allow students to take college courses.
- Collaboration with California Education Partners and the “On-Track” Collaborative to explore options to improve the transition for 8th-grade students into high school and access to A_G courses.
- Addition of 6 Licensed Marriage and Family Therapists (LMFT) to support students
- The implementation of structured counseling support by providing counselors with additional training with Hatching Results.
- Additional library resources to support diversity and inclusion.

The actions in the LCAP have supported the continuing engagement of parents and families in the district. In addition to DELAC and PAC, in 2021 Oxnard School District established the African American and Mixteco Steering Committees and African American and Mixteco parent focus groups, during 2022 the Sian American and Pacific Islander group was added as well as the group to support Foster Youth in an effort to engage groups that have been traditionally and historically underrepresented and underserved. These parent groups have had many opportunities to voice their needs and to engage in the district’s decision-making processes by providing ongoing input on the development of the LCAP goals. In some of the parent groups, the need for more parent support on instructional programs, technology, and school information was shared. Families in the African American parent group shared that they see the need to ensure all staff receives sufficient training on culturally responsive pedagogy and inclusive practices and the implementation of a diverse curriculum that is representative of the African American culture/history.

Goals and Actions

Goal

Goal #	Description
1	This Broad Goal Addresses Basic Services (Priority 1), 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 in alignment with the Oxnard EMPOWERS Strategic Plan Goal 1, Improving Student Academic Engagement and Achievement, the Oxnard School District recognizes that it must dramatically accelerate student engagement and achievement across all Oxnard populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices. Student data show that Oxnard School District needs to increase academic achievement of all students, including English Learner, Foster Youth, Low Income 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 2022 Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Basic Services, State Priority 1, Implementation of Standards, State Priority 2, Access to Broad Course of Study, State Priority 7. All of these metrics will allow the district to measure and monitor year to year growth of all students and students with performance gaps. The actions and metrics were selected because the district feels strongly that though evidenced based first instruction teachers will provide students the rigorous instruction necessary for students to be successful. Additionally, OSD is committed to ensuring this success by providing students research based biliteracy instruction. OSD believes the instructional practices are fundamentally important for students continue to improve academically and prepared for college and career.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 1 Basic Services Access to Standard Aligned Materials	CA Dashboard 100% Fall 2020 (per Williams)	100% Fall 2021 (per Williams)	100%		CA Dashboard Maintain/100%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 1 Fully Credentialed Teachers	100% Fall 2020 (Census Day)	97% Fall 2021 (Census Day)	96% Fall 2022		CA Dashboard Maintain/100%
Priority 2 Implementation of all CA state standards, including how ELs will access the CCSS and ELD standards Local Indicator	CA Dashboard Rating of 3/5 as of 2020	Local Indicators CA Dashboard Rating 4/5	Local Indicators CA Dashboard Rating 4/5		CA Dashboard Increase to a rating of 5/5
Priority 4 SBAC Language Arts	SBAC 2019 Language Arts 29.73% Met or Exceeded -All 5.43% Met or Exceeded - EL 26.29% Met or Exceeded - SED Mathematics 17.24% Met or Exceeded -All 4.02% Met or Exceeded - EL 14.98% Met or Exceeded - SED	SBAC 2022 Data Language Arts 28.5 % Met or Exceeded -All 12.24 % Met or Exceeded - EL 26.50 % Met or Exceeded - SED Mathematics 14.63 % Met or Exceeded -All 7.18 % Met or Exceeded - EL 12.95 % Met or Exceeded - SED	SBAC 2023 data pending Language Arts % Met or Exceeded - All % Met or Exceeded - EL % Met or Exceeded - SED Mathematics % Met or Exceeded - All % Met or Exceeded - EL		Language Arts 45% Met or Exceeded -All 20% Met or Exceeded - EL 41% Met or Exceeded - SED Mathematics 23% Met or Exceeded -All 19% Met or Exceeded - EL 30% Met or Exceeded - SED

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
			% Met or Exceeded - SED		
Priority 4 Pupil Achievement CA Dashboard Language Arts	50.6 Average Distance from Met All Students 2019 66.6 Average Distance from Met EL 57.9 Average Distance from Met SED 59.1 Average Distance from Met Foster Youth	Most recent data is 2019 50.6 Average Distance from Met All Students 2019 66.6 Average Distance from Met EL 57.9 Average Distance from Met SED 59.1 Average Distance from Met Foster Youth	2022 California Dashboard All Students 55.9 Points Distance from met EL - 70.8 Average Distance from Met SED - 61.2 Average Distance from Met Foster Youth - 101.2 Average Distance from Met Homeless - 90.8 Average Distance from Met African American - 42.1 Average Distance from Met SWD - 127.9 Average Distance from Met		11 Average Distance from Met All Students 2019 27 Average Distance from Met EL 18 Average Distance from Met SED 20 Average Distance from Met Foster Youth
Priority 4 Pupil Achievement CA Dashboard Smarter Balanced Math	87.2 Average Distance from Met All Students 2019 97.9 Average Distance from Met EL	Most recent data is 2019 87.2 Average Distance from Met All Students 2019	2022 California Dashboard All Students 99.4 Points Distance from met		48 Average Distance from Met All Students 2019 58 Average Distance from Met EL

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>93.8 Average Distance from Met SED</p> <p>119.3 Average Distance from Met Foster Youth</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>EL - 109.4 Average Distance from Met SED - 104.6 Average Distance from Met Foster Youth - 133.4 Average Distance from Met Homeless - 124.6 Average Distance from Met African American - 88.1 Average Distance from Met SWD - 161.6 Average Distance from Met</p>		<p>54 Average Distance from Met SED</p> <p>80 Average Distance from Met Foster Youth</p>
Priority 4 Pupil Achievement CA Dashboard California Science Test	<p>Science 2019</p> <p>29.93 % Met or Exceeded -All</p> <p>2.90 % Met or Exceeded - EL</p> <p>18.75 % Met or Exceeded - SED</p>	<p>SBAC 2022</p> <p>Science</p> <p>12.36 % Met or Exceeded -All</p> <p>2.95 % Met or Exceeded - EL</p> <p>10.79 % Met or Exceeded - SED</p>	SBAC 2023 Pending		<p>50% Met or Exceeded -All</p> <p>30% Met or Exceeded – EL</p> <p>40% Met or Exceeded – SED</p> <p>*Updated with desired percentage outcome</p>
Priority 4 CAA Language	<p>English Language Arts 2019</p> <p>15.91% Met or Exceeded</p>	<p>CAA 2022</p> <p>English Language Arts</p>	CAA 2023 Pending		<p>English Language Arts 2019</p> <p>45% Met or Exceeded</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Mathematics 9.9% Met or Exceeded	14.13 % Met or Exceeded Mathematics 8.28 % Met or Exceeded Science 20.93% Met or Exceeded			Mathematics 40% Met or Exceeded *Updated with desired percentage outcome
Priority 4 STAR 360 - Early Literacy	33.2% Met or Exceeded	38.3% Spring 2022 At or Above Benchmark	June 2023 46%% At or Above Benchmark		63% At or Above Benchmark *Updated with revised STAR benchmark language
Priority 4 STAR 360 - Literacy	27.2% Met or Exceeded	25.6% Spring 2022 At or Above Benchmark	June 2023 29.3% At or Above Benchmark		57% At or Above Benchmark *Updated with revised STAR benchmark language
Priority 4 STAR 360 - Spanish Early Literacy	53.9% Met or Exceeded	58.2% Spring 2022 At or Above Benchmark	June 2023 62% At or Above Benchmark		75% At or Above Benchmark *Updated with revised STAR benchmark language
Priority 4 STAR 360 - Spanish Literacy	49.2% Met or Exceeded	50.6% Spring 2022 At or Above Benchmark	Spring 2023 49.4%% At or Above Benchmark		75% At or Above Benchmark *Updated with revised

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					STAR benchmark language
Priority 4 STAR 360 - Mathematics	16.3% Met or Exceeded	17.3% Spring 2022 At or Above Benchmark	Spring 2023 24% At or Above Benchmark		50% At or Above Benchmark *Updated with revised STAR benchmark language
Priority 4 Pathway towards Seal of Biliteracy	30% of students	30.5% of students	Grade 5 - 34% Grade 8 - 54%		70% of Students in DLI programs
Priority 4 English Learner English Proficiency (ELPAC) CA Dashboard English Learners Reclassification Rate *Updated with additional data point “English Learners Reclassification Rate”	Data Source: Learner English Proficiency (ELPAC) CA Dashboard 50.4% making progress towards English language proficiency Data Source: 2020-2021 English Learners Reclassification Rate Grades 3-8: 6.4% Grades K-8 (All): 3.7%	Data Source: Learner English Proficiency (ELPAC) CA Dashboard Will update when data is available Data Source: 2020-2021 English Learners Reclassification Rate Grades 3-8: 11.3% Grades K-8 (All): 6.7%	Data Source: Learner English Proficiency (ELPAC) CA Dashboard 2022 59.8 % making progress towards English language proficiency Data Source: 2022 English Learners Reclassification Rate Grades 3-8: Grades K-8 (All):		Data Source: Learner English Proficiency (ELPAC) CA Dashboard 80% making progress towards English language proficiency *Updated percentage Data Source: 2020-2021 English Learners Reclassification Rate *Need reclass outcome

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	*Updated with clarifying reporting language				
Priority 7 Access and Enrollment in a broad course of study	Standard met on the CA Dashboard	Standard met on the CA Dashboard	Standard met on the CA Dashboard		CA Dashboard Maintain standard Met *Updated
Master Schedules	Student schedules indicate access	Student schedules indicate access	Student schedules indicate access		
Priority 8 Other Pupil Outcomes Physical fitness Test	CA Dashboard 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 Grade 7 55.7% Aerobic Capacity 46.9% Body Composition 59.5% Abdominal Strength 79.7% Trunk Extension Strength	Measurement changed post COVID to only include Participation Rate Data maintained locally Grade 5 95% Aerobic Capacity ELIMINATED Body Composition 95% Abdominal Strength 96% Trunk Extension Strength 95% Upper Body Strength 96% Flexibility Grade 7 95% Aerobic Capacity ELIMINATED % Body Composition	Participation Rate of students in Grades 5 and 7 Grade 5 96%Aerobic Capacity ELIMINATED Body Composition 95%Abdominal Strength 97%Trunk Extension Strength 96% Upper Body Strength 97% Flexibility Grade 7 93%Aerobic Capacity ELIMINATED Body Composition 93%Abdominal Strength 92%Trunk Extension Strength		CA Dashboard-PFT Grade 5 62% Aerobic Capacity 60% Body Composition 58% Abdominal Strength 90% Trunk Extension Strength 57% Upper Body Strength Flexibility Grade 7 64% Aerobic Capacity 56% Body Composition 66% Abdominal Strength 90% Trunk Extension Strength 52% Upper Body Strength Flexibility

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	43.4% Upper Body Strength 79.5% Flexibility	93% Abdominal Strength 93% Trunk Extension Strength 95% Upper Body Strength 96% Flexibility	93% Upper Body Strength 92% Flexibility		*Updated outcomes
K-8 District. High School dropout rate, graduation rate, UC A-G requirements, CTE pathways and AP do not apply.	N/A	N/A	N/A		N/A
Priority 5 Pupil Engagement Middle School Drop Out Rate	CALPADS - Fall 1, Report 8.1c indicates 2 drop outs/5227 total enrollment which = .0004% drop out rate.	2021-2022 CALPADS Fall 1, Report 8.1c indicates 2 drop outs/5087 total enrollment which = .0004% drop out rate.	2022-2023 CALPADS Fall 1, Report 8.1c for 22-23 indicates 0 dropouts.		CALPADS 0% Dropouts *Updated data source

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	3 professional learning days	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	\$2,700,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>outcomes for these students. In order to do this; the district will be providing staff 3 additional professional development days to staff before the start of the school year. These days will focus on:</p> <ul style="list-style-type: none"> • Social and Emotional programs and strategies • Mathematics and Balanced Literacy • Evidenced based instructional strategies • District programs and resources aligned to instruction <p>These actions will increase services for unduplicated students by improving teaching and learning focused on rigorous grade level standards.</p> <p>Teacher Extra Time: Resources: Contracts:</p>		
1.2	Student Literacy Interventions	<p>Oxnard School District's unduplicated students are some of the lowest performing student groups on state and local assessments. . The district will design and deliver developmentally appropriate high-quality literacy and content instruction with a challenging and engaging curriculum that is responsive to the cultures, languages, identities, and lived experiences of Oxnard's students, has a strong literacy engagement component, scaffolds instruction, activates students' multilingual repertoires, and builds academic language across the curriculum. This design will include a comprehensive and multi-tiered system to support all students.</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>	\$2,560,010.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Intervention teachers will utilize Leveled Literacy Intervention (LLI) Program and Reading Horizons. 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 receiving Special Educaiton services outside of the core curriculum.</p>		
1.3	Development in Literacy	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students and will be used to dramatically accelerate student academic engagement and achievement across all Oxnard populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices.</p> <ul style="list-style-type: none"> • This action is designed to build the collective capacity to improve first instruction in literacy through continued funding of subject-expert leaders, teacher supports through collaboration , and professional development • Implement 1st -8th Grade interim assessments. • Supports the implementation of state standards in every classroom ensuring unduplicated students access to the core curriculum and grade level standards 	\$400,425.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • The additional professional development increases the effectiveness of teaching state standards. • All professional development includes components designed to improve teaching of English language learners. • Professional Development focused on Balanced Literacy provided by consultants to help teacher leaders. • Teachers and site administrators will be provided the guidance and support to design and implement effective lessons that yield high-impact literacy instruction for all students. • Lexia Core 5 and Power Up Subscriptions 3 Year License Subscription will support students' literacy development in combination with first instruction. 		
1.4	Continue expansion and refinement of District Dual Language Programs	<p>English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. Dual Language Immersion Programs remove barriers while providing access to the core curriculum in the primary language. The district will continue to develop coherent TK-8 multilingual pathways so that all students are able to achieve competency in a second.</p> <ul style="list-style-type: none"> • An expansion of a well established English learner program • The program increases English literacy while maintaining the primary language • The expectation is that students are prepared to receive the pathway to the Seal of Biliteracy Award. <p>Currently the Oxnard school District has 10 Dual Language schools, ranging in grades Kinder -8th grade. Nine of the programs follow the 50-50 model and one program follows an 80-20 model. The District has embarked on a redesign of the Dual language Programs by converting the programs to school wide programs rather than strands within the school. The district is currently entering the 4th year of redesign and anticipates full implementation by the year 2024-2025. In order to effectively carry out this vision, the district has</p>	\$914,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		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		
1.5	Development in Mathematics	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students.</p> <ul style="list-style-type: none"> • This action is designed to build the collective capacity to improve mathematics instruction through continued funding of subject-expert staff leaders, teacher supports through collaboration, and professional development • Implement 1st -8th Grade interim assessments Supports the implementation of state standards in every classroom ensuring unduplicated students access to the core curriculum and grade level standards • The additional professional development increases the effectiveness of teaching state standards. • All professional development includes components designed to improve teaching of English language learners • Subject-expert staff leaders assist with professional learning, understanding new curriculum, and support teachers in the classroom adopted math curriculum and training on the implementation of ELD and state standards through the curriculum will effectively meet the needs of unduplicated students by providing access to the standards. Effective first teaching is essential to learning state standards and will improve student scores on state assessments <p>In addition to first instruction, the district will provide students support with a Tier two math intervention program that will be targetd for students who are performing below grade level as part of the districts</p>	\$1,354,250.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Rtl process.		
1.6	Expansion of Learning Opportunities	<p>Oxnard School District's unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students. Expanded Learning Opportunities for out of school time are an effective way to supplement students instructional program rather than supplant. This action will provide unduplicated students more time in school, with adults providing academic support, social and emotional support, enrichment and intervention opportunities. These supports include but are not limited too access to counselors, the arts, fieldtrip opportunities etc. The goal of this action is to expand learning opportunities to include a nine hour school day which involves before and after school activities.</p> <p>We have three zones in our district. Each zone has a different school start time. Zone 3 has the latest start time which creates a need for a before school program. This program will support the academic, enrichment and SEL needs of students before school. Students will have the opportunity to have breakfast an activity and a positive start to their day.</p>	\$15,407,352.00	Yes
1.7	Student Technology Access and Annual Refresh	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	\$4,993,259.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>classroom. In order to do this, the district will integrate technology teaching and learning across the curriculum so that every student in grades TK-8 develops sufficient technological competency to use technology effectively to learn, create, innovate, and communicate across content areas and disciplines. 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, device management software, 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>		
1.8	Further Develop Early Childhood Education	<p>Research has shown that starting school early assists English learners, foster youth, and students living in poverty to be more prepared to read by third grade. The Oxnard School District will offer Universal Transitional Kindergarten (UTK) to all 4-year old students starting in the 2022-2023 school year.</p> <p>In order to maximize the effectiveness of services and adhere to new UTK mandates, District will assign Preschool Teachers to UTK classrooms to meet adult/child ratios and to assist in the delivery of high quality and developmentally appropriate instruction to young learners.</p> <p>Classrooms environments will be furnished with developmentally appropriate equipment and classroom materials to meet the UTK mandates and the needs of younger students.</p> <p>All Kinder classes will be provided with a paraprofessional to support differentiation of instruction to meet the needs of diverse learners.</p> <p>In order to effectively deliver instruction, TK and Preschool Teachers will be provided with professional development on all new UTK</p>	\$5,840,464.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>instructional mandates, including Preschool Foundations, Frameworks, Desired Results Developmental Profile (DRDP), and Socio-Emotional practices. Professional Development will also include Developmentally Appropriate instructional Practices in the delivery of current District adopted TK curricula.</p> <p>In order to effectively deliver instruction, TK and Preschool Teachers will be provided with professional development on all new UTK instructional mandates, including Preschool Foundations, Frameworks, Desired Results Developmental Profile (DRDP), and Socio-Emotional practices. Professional Development will also include Developmentally Appropriate instructional Practices in the delivery of current District adopted TK curriculum.</p> <p>Through collaboration with CA Education Partners, early childhood education teachers will be provided with opportunities for site-based supports that will allow teachers to observe classroom instruction, and in grade level and vertical collaboration guided by coaches, use observations and a variety of sources of data make instructional decisions that guide their use of evidence-based practices.</p> <p>The Oxnard School District is committed to ensuring early childhood education is aligned to elementary education. To support this the District will provide opportunities of on-going collaboration between Preschool teachers and elementary teachers. Articulation between Preschool - 3rd grade teachers provides an opportunity to share grade level goals and expectations in order to effectively design and deliver lessons appropriate to the academic needs of their students and to support trajectory of growth/learning between grade levels.</p> <p>To facilitate the transition for students, the District provides a summer learning program called Ready, Set, Go! Pre-school Kinder transition/School Readiness. This is a 4-week opportunity for incoming Kindergarteners targeting students without prior preschool/TK experience. Focusing on Language Arts, Mathematics, and STEAM. Pairing Kindergarten and Preschool Teachers to facilitate summer sessions. Includes salaries, benefits, instructional materials and supplies.</p> <p>Early Childhood Education (ECE) Department personnel - The ECE Department organizes and oversees early childhood education services, including the roll-out of UPK/UTK programming, Preschool-3</p>		

Action #	Title	Description	Total Funds	Contributing
		<p>grade alignment and collaboration, Ready, Set, Go! summer program, professional development and instructional support, family supports and wrap around services, partnerships with local early care providers, and ECE related activities. Personnel includes Director, Administrative Assistant, Office Assistant II, one (1) TOSA, two (2) Family Liaisons, and one (1) IT Tech to serve San Miguel and TK classrooms across the district.</p>		
1.9	Implementation of State Standards	<p>The District's professional learning is anchored in the California English Language Arts (ELA)/English Language Development (ELD) and Mathematics Frameworks and targets the implementation of integrated and designated ELD instruction.</p> <p>Oxnard School District's low income and English learner student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of English learners and low-income students.</p> <p>To support the goals and objectives of the District, There is a need to have Central Office Staff in the Educational Services Department . This includes:</p> <p>Department of Curriculum, Instruction, Assessment and Accountability Manager Mathematics & Physical Education Science Instructional Specialist 2 Instructional Technology Teachers on Special Assignment 2 English Learner Teachers on Special Assignment 1 Consulting Teacher</p> <p>The overarching goal of the consulting teacher is to provide support for teachers and to help them develop their capacity, as defined by the California Standards of the Teaching Profession. The consulting</p>	\$1,556,668.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>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>		
1.10	Data Management Systems to Support Implementation of District standards	<p>Oxnard School District's unduplicated population are some of the lowest performing student groups 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"> • The district will continue to use Ellevation for reclassifications, monitoring and tracking interventions for English language learners, and training for teachers and administrators. • The district will purchase and maintain a student data management system (such as Illuminate) to manage assessment data to create disaggregated reports in order to accurately monitor student progress in inform instructional actions, including intervention and enrichment. • Provide professional development to district and site administrators and teachers on use of SDMS. <p>Doc-Tracking Document Template System, Maintain templates for required documents (including translation) such as: LCAP, SPSA, CSSP, SARC.</p>	\$571,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.11	Expansion of District GATE program and Specialized Programs	<p>Historically, unduplicated students have been underrepresented in these accelerated programs. The following services are principally directed toward unduplicated students and provide support to be successful in the programs.</p> <ul style="list-style-type: none"> • Universal screening at the end of Second grade for all students • Professional learning focused on strategies for accelerated learners • Summer professional learning • Summer professional institute for AP for teachers <p>Additionally for unduplicated students it is important to provide access to classes that prepare them for college opportunities. The District will accomplish this by supporting AVID classes at all middle schools and AVID Excel for English Learners.</p> <p>The Youth Cinema Project provides enrichment standard-aligned opportunities for students to prepare for college and career.</p> <p>These programs will be supported and overseen by the Director Enrichment and Specialized Programs.</p> <p>As a result of this action, more low income, English learners and foster youth will attend a four year college or university As a result of the services listed above more unduplicated students will be successfully involved in these accelerated programs</p>	\$935,637.00	Yes
1.12	Expanded Summer Learning	<p>Oxnard School District's unduplicated population are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of unduplicated students. Unduplicated students benefit from additional time school with a variety of learning opportunities. OSD is planning a</p>	\$2,200,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>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>		
1.13	Special Education	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Special Education Department serves grades Pre-School through 8th many who are part of the unduplicated student group.</p> <ul style="list-style-type: none"> • Academic Services • Social and Emotional Services • Mental Health Services • Alignment with General Education • Specialized Curriculum • Programs to serve students across the special education continuum 	\$7,600,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.14	Equity and Access	<p>Oxnard School District’s unduplicated student population is one of the lowest performing student groups on state and local assessments and require intervention courses which can impact their access to a broad course of study.</p> <p>All Middle Schools provide a broad course of study for students by ensuring that all unduplicated students have access to electives, core classes and intervention by adding an intervention period at the end of the day.</p> <p>Each comprehensive middle school will have 3 additional periods per grade level in order to provide intervention support for students. The teachers teaching these periods will work closely with each English language arts and math professional learning community using the cycle of continuous improvement to address the needs of each student and provide any additional academic support a student may need to achieve mastery.</p> <p>Additional supports include:</p> <ul style="list-style-type: none"> • Schools offer students a variety of electives including, but not limited to music teachers, art elective teachers. • Coaching for Equity Professional Learning for TOSAs. In line with the district’s mission and vision, all teachers on special assignments will develop their knowledge of equitable practices and how to transfer such knowledge to their day to day practice. <p>The Manager of Equity, Family and Community Engagement supports district wide work related to fostering equitable learning environments and opportunities for all students, especially students of color; designs and manages programs to engage families at both the school and district levels as partners for the purpose of supporting the academic and social-emotional wellbeing of all students; promotes school and district programs within the community; develops partnerships with local organizations; facilitates open forums for a variety of Educational Partners.</p>	\$280,238.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.15	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"> • Recruiting and retaining exceptional people • Establishing strategic Work: Recruitment, Selection, Retention and Operations • Maintaining labor relations with three associations. 	\$808,727.00	Yes
1.16	Instructional Resources and Supports	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students. These student groups Provide district adopted and supplemental textbooks/instructional materials to support instruction.</p> <p>District-wide Assessments and Reading Programs (Renaissance: Star/AR/MyON). Use the Renaissance Star 360 Program district wide as an assessment tool to identify students for intervention placement and leveled instruction. An important function of the program will be its use as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics. Administration occurs at least 3 times a year. Use of the Accelerated Reader Program will support reading comprehension and fluency. Use of the MyON program will support reading comprehension through access on 1:1 devices at home, with or without internet access. Professional development to support Star/AR/MyON.</p> <p>TK- K Para educators</p> <p>OSD will provide tutoring for students that struggle with educational continuity and academic growth due to the impermanence of their housing. Tutoring will improve English Language skills, including</p>	\$357,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		reading, phonics, vocabulary, conversational English, and Math. 269,120		
1.17	Support of Diverse and Inclusive 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. The district will expand site, classroom, and home primary language libraries and libraries that embrace diversity and inclusion and support their use in the classroom and at home.</p> <ul style="list-style-type: none"> • Library Technicians at elementary schools will be maintained. • Access to diverse titles for students including titles in multiple languages. • Access to technology through the library will continue to be provided for students who may not have access to technology at home • Provide E-books and E-readers that allow students to listen to books will support readers for whom English is not the primary language spoken at home <p>The actions above will put more high interest, curriculum aligned books and technology in the hands of unduplicated students. As a result, unduplicated students will have the resources to improve scores on state and local assessments.</p>	\$962,116.00	Yes
1.18	Implementation of State and Local Assessments	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.	\$327,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>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.</p> <p>AP Spanish and Language Examination, \$13,000.00</p>		
1.19	Professional Learning to prepare staff for implementation of state standards	<p>Coordinate with all Oxnard School District departments and Schools to ensure that trainings and job-embedded learning opportunities are provided for teachers, administrators, and classified staff. These training will support the district's strategic plan and further develop the student and staff profile.</p> <p>These trainings will include District Administrators, teachers and staff the opportunity to attend the yearly CAFE and other conferences conference which focuses on the most current research and best practices to meet the needs of second language learners. Best practices will be shared with teachers and administrators through meetings, collaboration opportunities, model lessons, and support with lesson design and delivery.</p>	\$572,200.00	Yes
1.20	Developing Human Capital	Implement a coherent professional development program for teachers, support staff, and administrators designed to improve the district's capacity to implement the strategic plan recommendations.	\$407,808.00	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>		
1.21	Maintain District Learning Management System	<p>Canvas</p> <p>Canvas is a classroom software program for all students in grades PK-8, families and staff that is used to organize and present online learning material, assess and supports student learning and have students engage in courses where they can receive feedback about skill development and learning achievement. Canvas provides avenues to support UDL and collaboration of students and staff. This goal supports the district's student profile by providing a platform that creates 21st Century ready students.</p>	\$269,030.00	Yes
1.22	English Language Learners Support and Services	<p>English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. It is important that within the category of English Learners we</p>	\$772,800.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>acknowledge and differentiate for the various typologies that exist. In order to support their academic growth the following are necessary:</p> <p>Implementation of English Learner curriculum and resources</p> <p>Newcomer Academies, to maintain Newcomer teachers and paraeducators, provide professional development and teacher collaboration related to the program and to purchase support materials and/or technology as well as other resources to support student acquisition and development of English and math skills.</p> <p>Interventions opportunities</p> <p>Migrant Education support services</p> <p>These combined actions will increase access to the core curriculum, provide specific interventions, and increase English Learner performance on state and local assessments.</p>		
1.23	Additional Teachers Above Base Staffing	The unduplicated student population are some of the lowest performing student groups on state and local assessments and require more in classroom support as well as more time with intervention and support staff.	\$4,000,000.00	Yes
1.24	School Site Allocations to be Prioritized by School Site Council	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.	\$5,153,505.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • Each school site receives an allocation based on the school’s enrollment of low income, English learner, and foster youth • Each school is required to evaluate LCAP data points as related to low income, English learner and foster youth student populations, to assure plans focus on addressing the needs of unduplicated students • Site personnel work with School Site Councils to inform stakeholders of goals and targets, and incorporate data and leadership feedback to appropriately revise plans, with the focus on LCAP goals and expected outcomes for unduplicated students • Each School Site Plan (Single Plan for Student Achievement-SPSA) specifies how LCFF funding addresses identified needs and meets LCAP district and site goals for unduplicated students • Products and services provided specifically for unduplicated students through the site plans include: <ul style="list-style-type: none"> o Supplemental materials and technology o Academic interventions and supports o Supplemental counseling and psychological services o Staff for attendance support o Parent involvement support o Bilingual office staff • School site plans are evaluated by district leadership to assure each action within the plans were effective in promoting and meeting the LEA’s goals for its unduplicated students and reaching the LCAP site targets, which correlate with LCAP district targets for improvement • Developing a site-based plan for English learners is a specific requirement of the site planning process • The annual LCAP review and revision process corresponds with the site planning process and allows district leaders to review data with site leaders to verify how the actions at the sites are effective in meeting the goals and targets for unduplicated students as measured by the California Dashboard, required LCAP metrics and local LEA metrics. Each site has specific deficits as measured by this variety of 		

Action #	Title	Description	Total Funds	Contributing
		<p>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.</p>		
1.25	Maintain 24:1 TK- 3rd Grade Average	<p>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.</p>		Yes
1.26	Maintain Additional Services for Students at Risk of being Expelled	<p>Students at risk of being expelled need significant supports.</p> <ul style="list-style-type: none"> • The three comprehensive middle schools will maintain Opportunity classes for grades 6-8. • Students in 6th – 8th grade with significant behavioral issues are provided in-depth academic and social-emotional support. • Cross disciplinary professionals work together to address chronic absenteeism • Maintain individual counseling program to reduce peer conflict and emotional outbursts • Anger management • Grief counseling • Close monitoring of grades and academic interventions <p>As a result, low income students will improve attendance, decrease suspension rates and chronic absenteeism</p>	\$444,434.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.27	After School Tutoring	<p>Oxnard School District's low income student populations are some of the lowest performing student groups on state and local assessments.</p> <ul style="list-style-type: none"> • Provide extended learning opportunities through teacher and tutor supports principally directed to low income students in elementary and middle schools to increase academic achievement • After school tutoring programs impact student achievement, especially for at-risk students • In one study the benefits of an afterschool tutoring program included increased student achievement, a higher self-esteem, more participation in class, and an increase in homework completion (Baker, Reig, & Clendaniel, 2006) • This action will provide personalized learning identified for low income students. These efforts will lead to increased student performance on state and local assessments. 	\$100,000.00	Yes
1.28	Instruction	<p>Create and maintain safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments of high intellectual performance across all content areas and in all areas needed for 21st century success.</p> <ul style="list-style-type: none"> • All costs associated with the delivery of instruction to students • All Schools are provided baseline instruction which includes classroom teachers, as well as clerical, music, nursing, custodial, safety, counseling and administrative staff based on the type of school (elementary, and middle) enrollment, and the size of the campus • All schools are provided allocations for instructional supplies and extra-curricular and co-curricular activities. 	\$47,458,417.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.29	Textbook Adoptions	Adopt and purchase new core textbooks in subject areas as the State Board of Education approved frameworks, assessments and instructional materials are made available. Consideration for English Learners, Special Education students and those in Dual Language Programs are part of the adoption process. Purchase any replacement materials.	\$3,203,000.00	Yes
1.30	Tier 3 and Special Education Interventions	Specialized Interventions for students at risk and for students receiving special education services: <ul style="list-style-type: none"> • Reading Intervention Supplemental Curriculum Reading Horizons • ST math Intervention for Sped • Teacher Leader trainings for implementation of professional development across subject • Placement for high need and at-risk identified student in special education • Unique – Moderate Severe Curriculum • Instructional and behavioral support 	\$2,150,000.00	Yes
1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	The district will build teacher and leadership capacity in cultural proficiency and effective school-family engagement by providing professional development opportunities, such as webinars, workshops, literature review/book study, and/or summer P.D. This action is principally directed towards preparing staff to better meet the needs of unduplicated student groups.	\$50,000.00	Yes
1.32	Developing Educational Leaders	Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments.	\$345,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>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 Implementation of MTSS</p> <p>This action is principally directed towards meeting the needs of unduplicated student groups.</p>		
1.33	Independent Study Program - No longer implemented during the 23-24 school year	<p>The Independent Study program provides an optional, alternative instructional program for students whose needs may be best met through study outside of the regular classroom setting (OSD Board Policy 6158). Independent Study offers a means of individualizing the educational plan to serve students who desire a challenging and alternative educational experience or whose health or other personal circumstances make classroom attendance difficult.</p> <p>Students in the Independent Study program work under the guidance of a teacher to complete assignments independently. Components of the Independent Study program are provided online or in person, with arrangements made in advance. As part of the method of study, students in grades TK – 3 are required to attend daily, synchronous instructional meetings with the teacher either in person or via internet or telephonic communication. Students in grades 4 – 8 are required to attend daily live interaction meetings with LEA classified or certificated</p>		

Action #	Title	Description	Total Funds	Contributing
		staff to maintain school connectedness and synchronous instruction meetings with the teacher for the purposes of classroom instruction at least once per week.		
1.34	Middle School Collaboratives focused on the development of the OSD Student Profile	Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. OSD will create a middle school task force to collaboratively assess, review the current middle school programs to ensure alignment of standards based instruction, assessment, curriculum and professional development. to support the characteristics of the OSD Student Profile and improve student achievement, mastery of standards and college and career readiness.	\$149,500.00	
1.35	District Wide Banking of Minutes	Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Given this percentage creating a program that addresses interventions alone will not suffice. The Oxnard School District strongly believes that best first instruction will have the greatest impact on improving the outcomes for these students. In order to do this, the district will be implementing Banking of Minutes districtwide. One day a week (Wednesdays), additional instructional minutes are “banked” to create a common planning time for staff. Students will be released from school one hour earlier on Wednesdays. Instructional minutes remain the same, according to California State mandates. During this hour the staff is involved in focused collaborative instructional planning.	\$1,898,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.36	Oxnard Empowers - Implementation Of Strategic Plan	The purpose of this action is to design and implement a vision-focused and action oriented strategic plan for OSD that articulates a powerful vision of the future we want for our district and our community. A plan that clearly describes how we will engage all Oxnard students in high-level multilingual learning opportunities that prepare them for success in a global 21st Century environment.	\$79,480.00	Yes
1.37	CSI Support for Fremont Academy	<p>Fremont Academy has been identified as a CSI school due to the level of student performance for 4 out of the 5 indicators on the California Dashboard: Chronic Absenteeism (very high), Suspension Rate (very high) and Academics (very low for both ELA and Math).</p> <p>ESSA, Section 1003 provides funding to schools to be spent on CSI strategies and/or activities directly related to the following school improvement activities: capacity building and plan development and implementation, which includes: partnering with stakeholders; conducting needs assessments and root cause analysis; identification/development of evidence-based interventions, strategies, and/or activities; using data to develop, implement, monitor & evaluate improvement efforts and reviewing/identifying resource inequities.</p> <p>In order to address the factors which have contributed to this performance, and to meet the requirements for CSI funding, OSD will contract with Orenda Education. They will provide guidance, support and professional development for Fremont's school team to build and refine systems and practices that are grounded in equity, driven by data, and sustained through collaborative learning.</p>	\$165,500.00	
1.38	Expansion of the Arts Program	Oxnard School District's unduplicated student groups are among the lowest-performing student groups on state and local assessments. Involvement in the arts is associated with gains in math, reading, cognitive ability, critical thinking, and verbal skill. Arts learning can also improve motivation, concentration, confidence, and teamwork. In		Yes

Action #	Title	Description	Total Funds	Contributing
		alignment with the OSD Strategic Plan and Student Profile, the district will establish opportunities for all students to participate in comprehensive and coherent visual/performing arts (VAPA) learning as part of the core curriculum.		

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The 2022- 2023 LCAP plan for Goal 1 was carried out as planned. Unlike the previous year, we were able to secure substitutes and provide professional development for all our staff members. There were a few areas that required some adjustment to scheduled plans. Efforts to improve student achievement in Mathematics this year focused on the implementation of Tier 2 Intervention for 6-8 Math (DreamBox) and with Cognitively Guided Instruction professional learning and in-class coaching for TK-5 from UCLA and California EdPartners. The implementation of Dreambox began mid-year and is primarily used in the afterschool Tier 2 Math Intervention Lab on campuses with 6-8 students.

OSD supported the instructional use of supplementary math curriculum to support our outdated adopted curriculum. This supplemental curriculum (Zearn platform with Engage New York for K-5, and Desmos for 6-8 Math) provides much-needed rigor and pedagogically sound instructional practices that utilize the 8 Standards of Mathematical Practice. The voluntary implementation of both programs began in January 2023. Pacing guides align the content and standards of the OSD-adopted math curriculum and the new supplemental curriculum.

ST Math is still implemented districtwide TK-8 as Tier 1 instruction for all students. A Dose-Correlation study conducted with data explicitly from OSD students' use of ST Math and STAR Renaissance's District Benchmark Exam, concluded that for every 1000 ST Math Puzzles solved, an OSD student's scale score improved by 12 points. Most ST Math grade-level journeys contain 3000+ puzzles.

In addition to the curricular and program supports, one MS Math TOSA was added mid-year to support the implementation of the various programs and the pedagogical practices required for successful instruction.

Mathematics instruction continues in 2023-24 with all of the above instructional programs and the UCLA partnership for CGI. Currently, the seven SEI school sites received UCLA coaching. The 2023-24 school year will continue with these seven SEI sites and the addition of 2 DLI sites.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences between budgeted expenditures and estimated actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

As indicated in the general information of this LCAP, the goal of the district is to improve student outcomes by developing and supporting instructional practices in the classroom. We are confident that the quality and level of professional learning provided to both administrators and teachers will reap positive outcomes. Our current benchmarks indicate a small percentage of growth on standardized assessments but we feel strongly that this small growth will lead to much stronger results in the out years.

The continued expansion of the Dual Language Program is demonstrating progress towards the goal. At this time the recent benchmark data demonstrates improvement in Spanish literacy.

The focus on continuing to develop and improve mathematical practices is also demonstrating movement toward goals. Though the movement in benchmark data is in small increments, the practices are improving and OSD remains optimistic that through deliberate and intentional focus the gains will begin to be larger.

In the Spring of 2023, a 6-week burst of gate activities was offered to students in grades 3-6. The activities include chess, marine biology, fashion design, the science of sports, and cooking. The summer program and ESY served approximately 1,200 (started with 1,423) students during the month of July. This category of "summer" includes intersession offered throughout the year to meet the 30-day obligation. The program has offered Weekend opportunities through field trips and enrichment experiences

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

With the adoption of the Oxnard Empowers Strategic Plan, the goal of the district is to stay focused on the actions previously started and see programs to completion. The only new addition to this goal is the work with Fremont School and its CSI status. Additionally, OSD has entered a partnership with California Education Partners focused on examining, analyzing and improving our Middle School transition to high school for all OSD students.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	This Broad Goal Addresses Engagement and the Conditions of Learning and Climate. The Oxnard School District will ensure all students will continue to be provided with programs and services that contribute to their well-being, safety and connectedness.

An explanation of why the LEA has developed this goal.

This goal was developed because the Oxnard School District is committed to addressing the needs of the whole child. Approximately 91% of the students enrolled are considered socio-economically disadvantage, many of these students are impacted by trauma and poverty. In order for our students to be prepared and able to learn, the district must ensure that students have the necessary resources to be successful. To better serve our students and community and to ensure that every student has equitable access district resources will be used to support the social emotional needs of students, the wrap around services necessary for both students and their families so that achievement opportunities can be addressed. Though this goal has always been important, the impact of COVID-19 has been life changing for many families and in particular for families living in poverty. More than ever there is an urgency to address the social emotional needs of all students and in particular students experiencing homelessness, foster youth, English Learners and students receiving special education services. The 2022 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	Panorama Survey Results: Sense of Belonging Grades 3-5 67.6% Responded favorably Grades 6-8 57.58% Responded favorably	Panorama Survey Results: Sense of Belonging Grades 3-5: 66% Responded favorably Grades 6-8: 43% Responded favorably	Panorama Survey Results: Sense of Belonging Grades 3-5: 68% Responded favorably Grades 6-8: 41% Responded favorably		CA Dashboard Sense of Belonging Grades 3-5 90% Responded favorably Grades 6-8 90% Responded Favorably
Priority 5 Chronic Absenteeism	2019 CA Dashboard	2021-22 CA Dashboard	22-23 Pending Results		CA Dashboard

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard	7.7% All students 6.4 % English Learners 12.8% Foster Youth 19.7% Homeless	(Pending Results) 28.8% All students 27.1% English Learners 44.4 % Foster Youth 31.2% Homeless			Les than 2.5% All students Less than 2.5% English Learners 2.5% % Foster Youth less than 9% % Homeless
Priority 5 Attendance rates	Local Data 2019 Attendance rates 96.05%	Local Data 2022 Attendance rates 91.49%	Local Data 2022-2023 Attendance rates 92.04%		Local Data Attendance rates 98%
Priority 6 Suspension Data	2019 CA Dashboard 3.2% All Students 2.2% English Learners 14% Foster Youth 4.3% Homeless	2022 CA Dashboard 4.7% of All Students 3.6% of English Learners 17.2% of Foster Youth 6.1% Homeless 4.8% African American 7.0% SWD Local data 3.75 All Students 2.75% of English Learners 15.79% of Foster Youth	2023 Pending Results from CA Dashboard Local data 6.2% All Students 3.6% English Learners 9.5% Foster Youth 4.9% Homeless 6.7% African American 5.6% SWD		CA Dashboard .5 % All Students .5 % English Learners .5 % Foster Youth .5 % Homeless

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		4.14% Homeless			
Priority 6 Expulsion Rates	2020-2021 .02%	2021-2022 .02%	2022-2023 .00002%		CA Dashboard 0%

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Child Nutrition	Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment, as well as having some of the lowest attendance rates. When students are in school it is important that they have all conditions necessary to help them learn. Knowing the importance of this OSD provides healthy breakfast, lunch, snack, and supper meals to students to enhance their ability to learn. Supplement the Child Nutrition programs with contributions from the General Fund as necessary. This action is principally directed towards meeting the needs of unduplicated student groups.		Yes
2.2	Improve opportunities for student connectedness	<ul style="list-style-type: none"> Homeless and Foster Youth Transportation. Provide transportation for students who are in foster placements so that they can remain at their home school and participate in enrichment programs. <p>Cost of Transportation services is included in Goal 4.</p>	\$30,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.3	Student Attendance	<p>Some low income students, students experiencing homelessness and foster youth exhibit irregular attendance which affects academic performance. In order to assist with absenteeism outreach and truancy prevention with full-time Attendance Technicians at all schools.</p> <p>Thrive (SARB/ Truancy Reduction) County of Ventura. The County of Ventura provides support to the district SARB team on a monthly basis. An Assistant District Attorney meets with the SARB team to review truancy cases and provide support to families to reduce absences.</p>	\$1,683,645.00	Yes
2.4	Social and Emotional Supports	<p>Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment. Multi-tiered System of Support (MTSS) is a systemic, continuous-improvement framework in which data-based problem solving and decision making is practiced across all levels of the educational system for supporting students with the academic and social emotional interventions, designed to support their specific needs.</p> <p>Tier I: Universal interventions provided for all students.</p> <p>Tier II: Targeted short-term interventions provided to some students in a small group setting.</p> <p>Tier III: Intensive longer-term interventions provided to a few students usually in an individual, one-on-one basis.</p> <p>MTSS leverages the principles of RTI and PBIS and further integrates a continuum of tiered system-wide resources, strategies, structures, and practices to offer a comprehensive and responsive framework for systemically addressing barriers to student learning. A well implemented MTSS structure will more accurately identify students in need of special education services by monitoring how well an individual student responds to interventions. If it is determined that a student does have a disability which presents a learning barrier, an</p>	\$6,498,397.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>IEP will more accurately reflect present levels and services necessary to meet student goals based on prior interventions.</p> <ul style="list-style-type: none"> • 23 school Counselor positions to service school sites districtwide and provide site based behavioral analysis and support for students TK-8th grade. • Director of Pupil Services and support staff • Community Liaison to support students experiencing homeless and foster youth • 20 Outreach Specialist assigned to each school site • Therapeutic Counselor (outside contract) to provide Licensed Marriage and Family Therapist (LMFT) counseling services to support intensive student needs. • County of Ventura, HSA Social Workers. The district contracts with the County to provide a social worker at two school sites to support students and families. Social workers collaborate with administrators, counselors, ORCs, and Family Liaisons to support families at their home school and schools in the area. <p>The implementation of these supports will be monitored using Panorama as well as other indicators including the California Dashboard.</p>		
2.5	Health and Welfare of students	<p>Some low income students, students experiencing homelessness and foster youth lack resources and often miss school due to health and welfare factors. This action principally supports these groups of students and provides resources to address health and welfare needs.</p> <ul style="list-style-type: none"> • Supplemental Health Care Technician/LVN services • Contracted staffing services to ensure that health offices are staffed at each school site. 	\$1,480,888.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • Provide Health Assistants and/or Health Care Technicians (LVNs) at each school site with oversight from district nurses ensuring student safety and health across the district. • Palmer Drug and Alcohol Prevention. PDAP provides individual and group substance abuse counseling sessions for students based on requests from school staff. Sessions focus on awareness of personal strengths, importance of health choices, the dangers of drug and alcohol use and social skills for seeking positive peers. • Practi-Cal provides the district support with Medi-Cal billing. Employees providing direct services to students enter medical billing reports which are sent to Practi-Cal for review. Costs are recovered through this program. • Social Emotional Services Specialist (SESS) through VCOE contract. Social emotional service specialists provide support to students who require intensive counseling due to social-emotional/behavior issues. SESS providers work with students one-one at the school • Hearing Conservation screening services. Hearing Conservation provides comprehensive hearing screening for students who need more intensive hearing evaluation. 		
2.6	Create a safe environment conducive to learning	<ul style="list-style-type: none"> • Provide Campus Assistants to keep students safe at lunch and recess and provide for before and after school campus supervision. • School safety plans are updated annually in accordance with Ed Code. School teams work with Educational Partners to identify resources and elements that are important to school safety and climate. • Annual Parent Rights Notification, Envision Consulting services. The Annual Parent Rights Notification is updated annually to reflect new district policy and Ed Code. Envision 	\$2,960,373.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Consulting reviews the document to ensure that all updates to Ed Code are accurate.</p> <ul style="list-style-type: none"> Action Preparedness Training. School office staff and health care staff are provided CPR training annually. Training is voluntary. 		
2.7	Restorative Practices	<p>Oxnard School District has identified the need to reduce suspension and expulsions for unduplicated student groups. Professional development will be provided for staff Resources to support restorative practices across the district These opportunities will be provided using existing personnel and school time. Additionally, this will be monitored through the use of Panorama Survey.</p>	\$27,330.00	Yes
2.8	Professional learning and wellness for staff	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. They are also groups with higher rates of absenteeism and lack school connectedness. Consequently, staff require continuous development using strategies and tools to address student needs. Professional Growth for OSSA members which include nurses, counselors, Speech pathologist, program specialist, behaviorist and psychologists. Included in these days are wellness days for OSSA members.</p>	\$75,000.00	Yes
2.9	Tier III and Specialized Support	<ul style="list-style-type: none"> Social emotional specialist through VCOE Counselling services for IEPs 1:1 behavioral aides 	\$2,269,152.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> Special Education staff to assist with additional duties and assessments 		

Goal Analysis [2022-23]

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.

As we continued to work with some COVID restrictions at the beginning of this year, we were able to fully implement many of the actions in this goal.

School attendance and chronic absenteeism continue to be a concern. Through action 2.3, the district continued to offer transportation for foster youth and students experiencing homelessness so that students could stay connected to their home schools.

The district was able to hire additional counselors to support action 2.4 and provide additional support to our K-8 schools. These counselors are able to support students within the school day and provide support to students in the afterschool programs at these campuses. A licensed marriage and family therapist was also hired to provide tier 2 and tier 3 support to students in need of more intensive interventions. The number of Healthy Start Social Workers was increased to provide 2 additional social workers at our schools. These social workers provide support at the school sites and a vital link during SARB meetings supporting students who are chronically absent.

Action 2.5 was almost fully implemented. This action focuses on providing support related to the health and welfare of students. The district hired additional health assistants and health technicians to cover every school with students requiring procedures. There are currently three schools with limited coverage, but these sites do not have any students requiring health services. Due to a need for additional behavior support, the contract for a Social Emotional Services Specialist was expanded from 4 hours per week to 40 hours per week. This allowed for additional support for teachers in general education.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material difference between budgeted expenditures and estimated actual expenditures for this goal.

An explanation of how effective the specific actions were in making progress toward the goal.

As students continued to readjust to in-person instruction this year, student behavior and absenteeism improved slightly, but not to pre-COVID numbers. A new concern arose this year with significant behavior incidents with sixth-grade students in the middle schools. Site

and district administrators and site counselors addressed issues and engaged outside resources to address concerns. This is an area that is on the radar for the beginning of next year for more focused support to begin the year.

Increased anxiety and vaping among students after returning to in-person instruction continue to impact both absenteeism and behavior. Supports directed to address students with anxiety have proven effective in getting many students to attend school more regularly and our district average attendance rate has increased to 93% from 90% last year. However, this continues to be lower than our pre-COVID average of 97%.

Student behavior has improved from last year. The district continues to work with Palmer Drug and Alcohol Program (PDAP) to support students who are vaping. This has been successful for some of our students. Additional supports are being reviewed to implement next year in addition to PDAP. Reflecting on the issues many students were having reacclimating to in person instruction last year, the site counselors worked to provide additional social/emotional supports. Our district received grants to open wellness centers at our middle schools and counselors have worked with student groups to develop social competencies. However, some of our students continue to experience difficulty with reacclimating to the social environment, routines and expectations for in person instruction. The suspension rate has decreased this year from 9% to 6%, but there is still work to be completed in this area.

We will continue to implement supports in the areas of behavior and attendance next year so we continue to make gains in these areas next year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

In order to continue the implementation of positive behavior intervention and supports for our students, the district will be working with Safe and Civil Schools to retrain staff and strengthen site PBIS teams and processes. Additionally, the district has extended the contract for our Social Emotional Support Services to provide additional behavioral support for our general education classes.

The district has received two grants that will allow us to increase mental health services for our students. We have hired one licensed marriage and family therapist and are working to contract with an additional 6 LMFTs. We are continuing to define tiered supports in the areas of academics, behavior, and social/emotional/mental health strategies and supports. We will also continue our work with restorative justice and culturally responsive practices.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	This Broad Goal addresses State Priority three, Parent and Family Engagement. The Oxnard School District will continue to work to improve communication with parents, community and staff.

An explanation of why the LEA has developed this goal.

This goal was developed because the Oxnard School District believes that students will do better academically and socially when schools build positive relationships with families. Parent involvement is crucial, regardless of income or background, it is critical for the district to have a comprehensive and well-planned partnership between school and home. To do this, a comprehensive communication system must be implemented, this comprehensive communication includes two-way communication that flows between and among the school, the families and the community. This goal includes establishing a more effective way to disseminate information and gather feedback from all educational partners. The Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Parent and Family Engagement, State Priority 3.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 3 Panorama Survey All, including UPP	Staff 228 Responses 70% Responded favorably Families 1398 Responses 85% Responded favorably	Staff 287 Responses Families and Community 941 responses; 87% Responded favorably	Staff Responses Responded favorably Families 1561 Responses Responded favorably		Staff 750 Responses 85% Favorable Responses CA Dashboard Families 3500 Responses 90 % Favorable Responses

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To build parent capacity, empowerment and advocacy that impacts student academic and social-emotional development through ongoing collaboration with different parent and Community Groups: District English Learner Advisory Committee, Parent Advisory Committee, Parent-Teacher Association, African American Steering Committee & African American Parent Group, School Site Councils, Mixteco Steering Committee, Mixteco parent group and a District Family and Community Engagement Committee.</p> <p>Actions listed above will lead to increased student performance on state and local assessments by educating, engaging and involving parents in the continued development of the district's strategic plan and the student profile.</p>	\$210,350.00	Yes
3.2	Ensure and enhance our communication with families through the use of a variety a platforms	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. IN order to improve this condition, the district will maintain effective communication with parents via website, email, text, and phone calls. This action includes professional development for Principals, Assistant Principals and Office staff for updating the school website and utilizing ParentConnect to send email,text, phone calls, and digital newsletter to families.</p> <p>Blackboard and Blackboard Professional Development</p>	\$125,000.00	Yes
3.3	Revamp and maximize the accessibility to the	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In</p>	\$127,539.00	Yes

Action #	Title	Description	Total Funds	Contributing
	district's website as a conduit of information for all families and community members	order to improve engagement of these student groups, the district will contract or hire a person as a webmaster to support the update of the Oxnard School District Web page and School sites. This person will need to know the technical and content side of the information and will establish protocols to create consistency among all OSD pages and sites.		
3.4	Equitable access for participation	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve engagement of these student groups, the district will purchase Zoom to improve communication, offer webinars, support instruction. This action will also facilitate access for families that are unable to come to school sites or leave work for meeting.	\$148,000.00	Yes
3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Build systems of communication to provide information to students, families, staff and administration. Videos will highlight projects and information about the student profile within the district and will be shared with the community. The district webpage will be updated to include accurate information to relevant departments. Blackboard, Facebook and Twitter will be for messaging to families. Communication will be shared in English and Spanish with Mixteco and ASL translation when needed.	\$60,000.00	Yes
3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. The district is committed to ensuring access to information and engagement for all families. This requires the district to provide information in many different languages. <ul style="list-style-type: none"> Maintain two Mixteco Interpreters/translators to support native language interpretation and translation services 	\$112,424.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • Contract for interpreting Services. This service is provided in order to ensure that all parents and community members have access to all of the district information necessary to fully engage as educational partners. • Translation Services for Parents. Provide equity and access to community by providing translation services. Translation services are provided by hiring district translators/interpreters. This includes 2 Mixteco interpreters, 5 Spanish translators • Parent Support Liaison. Maintain a Parent Support Liaison to increase family and community engagement at both school and district levels, establish effective communication between home and school, increase community support for schools and the district, and offer training opportunities for parents 		
3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	Upgrade and maintain District Office Board room and recording studio/equipment to facilitate various communication modalities of board meetings including Zoom webinars, live cable broadcast, internet live stream, re-broadcasts and archiving in both English and Spanish	\$350,000.00	No
3.8	District Enrollment Center	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. Providing access to information for unduplicated student groups is critical for future success. This action principally addresses these needs.</p> <p>The district Enrollment Center Manager plans, organizes, and directs the ongoing operations of the district's enrollment center including training and evaluating staff; analysis and reporting of enrollment; developing systems to support enrollment at all district school sites.</p>	\$718,077.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.9	Transition to High School- Parent workshops	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To assist parents in supporting their student's transition to high school the district provides student and parent workshops on Going to High School and Beyond. ORCs and Counselors will provide workshops to parents of students in Grades 5 and up to review what they need to think about before arriving to high school. This action would include preparing students and families with information and support around A-G opportunities and requirements in High School.	\$45,000.00	Yes
3.10	Students Voice	<p>Superintendent Fellows A student representative from each school site who collaborates with the superintendent about the student experience in Oxnard School District. Students are a conduit between the superintendent and other students from their schools. This group provides an opportunity for the student voice and choice to be shared with district leadership.</p> <p>Student Mentoring Opportunities Create partnerships with local universities and organizations to provide mentoring opportunities for students connected to identity, college and career.</p>	\$63,000.00	Yes
3.11	Special Education Parent Supports	<ul style="list-style-type: none"> • Special Education Community Council. Monthly community council with selected committee • Parent Trainings for specific groups; Autism, ED, AAC. 	\$40,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.12	Internal Communication Systems	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, improving outcomes for students requires all areas of the organization to work together towards a common purpose. All members of the organization play a vital role. Creating a cohesive and efficient organization requires effective communication. Communication plays an essential role in day-to-day interactions and is vital for the success of the Oxnard School District. Good communication will establish and improve relationships, allow for the district to share our common purpose in improving services for students and the community that will lead to the improved academic and social and emotional achievement of students.	\$42,500.00	

Goal Analysis [2022-23]

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.

There were no substantive differences between planned actions and actions implemented.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material difference between budgeted expenditures and estimated actual expenditures for this goal.

An explanation of how effective the specific actions were in making progress toward the goal.

The Annual LCAP and Family Engagement Panorama survey was conducted in the Winter of 2023. The outcome was 1561 responses, with 89% favorable responses. Although the number of responses increased compared to last year by 620, we still needed to meet the desired outcome of 3,500 responses. The goal for next year is to extend the survey implementation window and to have paper copies of the survey available at all schools.

Oxnard School District built parent empowerment and leadership capacity to impact student learning outcomes through ongoing collaboration with various parent and community advisory groups: District English Learner Advisory Committee, Parent Advisory Committee, Parent-Teacher Association, African American Parent and Community Advisory Group, Mixteco Advisory Group, Asian American & Pacific Islander Advisory Group, School Site Councils, and quarterly meetings with newcomer and foster youth families. This action aims to increase student performance on state and local indicators by educating and collaborating with the district's diverse families as true partners in decision-

making. The focus in 2023-2024 is to incorporate the recommended actions in the district's strategic plan in family/community alliances for student success to family and community engagement plans/initiatives.

Oxnard School District offered cultural events to highlight the African American and Asian American, and Pacific Islander cultures and continues to meet 3-4 times a year with these ethnically diverse communities.

In 2022-2023 Oxnard School District established a Family and Community Engagement Committee composed of representatives from the community and the district (one outreach resource specialist, counselor, school and district administrators, two representatives from VCOE, and parents). OSD continues to seek a student representative. Several Superintendent fellows were interested in joining this committee in the 2023-2024 school year. This committee focuses on developing and implementing systematic and integrated family and community engagement that is authentic, culturally responsive, and grounded in research across all schools.

Oxnard School District held monthly DELAC meetings to address various topics relevant to the needs of parents of English language learners—for example, LCAP, standards-based report cards, ELPAC, and tips for a successful parent-teacher conference. Opportunities were also provided for families to provide input to the district's parent and family engagement policy, LCAP goals, etc.

Parent Education-Project 2 Inspire workshops were offered to parents. 27 parents enrolled in the level 1 class. 14 finished. Currently, one in-person level 1 class is taking place. 10 parents enrolled for this class. 10 parents enrolled in the Level 2 class. 8 finished. Currently, 6 parents are enrolled in the Level 3 class.

The district is committed to ensuring access to information and authentic engagement of all families. To accomplish this, the district provided the following support:

- Mixteco Interpreters/Family Liaisons to support Mixteco families with interpretation and information about district and community resources.
- Contract with interpretation services in more than 50 languages to ensure all parents and community members have access to all district information necessary to engage as educational partners fully.
- Translation services to ensure equity and access to the community. Translation services are provided by district interpreters/translators: Two Mixteco and five Spanish
- A parent support liaison to support family and community engagement at school and district levels to establish effective communication between home and school, increase community support for schools and the district, and offer parent education and leadership opportunities for parents.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

In 2022-2023, Oxnard School District was not able to establish partnerships with local universities to provide student mentoring opportunities for students connected to identity and college and career readiness. Nevertheless, the process has been initiated by creating a mentoring plan for 2023-2024 that outlines the process, the goals, and the outcomes of this project.

New Goal: OSD established a Family Resource Center that provides families with information about district and community resources to support families with basic needs (shelter, food, clothing, transportation, etc.) along with parent empowerment, education, and engagement opportunities.

Additionally, OSD will establish a partnership with the Center for Community Engagement at CSU Channel Islands in the 2023-2024 school year.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	This Broad Goal Addresses all of the state priorities and district mission. Oxnard School District will ensure all students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities. In addition, this goal supports and contributes to all previous district goals by ensuring that the operations of the district are aligned to the district's strategic plan.

An explanation of why the LEA has developed this goal.

This broad goal was developed to support the districts mission and vision and all of the previous goals. There are many operational layers necessary to be able to provide all of the resources schools and students need that contribute to teaching and learning in the district. This goal addresses all of the state priorities and will be measured using the metrics identified in the previous 3 goals.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Facility Inspection Tool (FIT) Report – Qualifies for State Priorities	Data year: 2020-21 Rating: Good Repair Standard	Data year: 2021-22 Rating: Good Repair Standard	Data year: 22-23 Rating: 3 Instances where a facility Did Not Met Good Repair Standard		Maintain Good Repair Standard

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Implement a facilities program with the goal of improving student performance	This action was developed because there is a growing body of research that indicates that school facilities have a measurable impact on student achievement and connectedness. The spaces where our children spend the majority of their waking hours can impact student learning therefore, OSD is committed to maintaining 21st Century	\$4,000,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		schools that are conducive for teaching and learning the skills necessary for success in the 21st Century.		
4.2	Central Office Administration	Board of Education Superintendent Communications	\$1,815,000.00	No
4.3	Administrative Services	<p>The Administrative Services division values High Quality Service, Integrity, Advancement, Compassion Accuracy and Collaboration.</p> <p>These values are the foundation of the division mission which is to:</p> <ul style="list-style-type: none"> • Collaborate with a growth mind-set • Guide Fiscal Policy • Report timely and accurately • Advocate sound business practices • Ensure all are valued and supported to achieve positive student outcomes and personal success <p>Departments serving to support this mission include:</p> <ul style="list-style-type: none"> • Fiscal Services • Payroll • Benefits /Risk Management • State and Federal • Transfers • Grant Office 	\$7,225,000.00	No

Action #	Title	Description	Total Funds	Contributing
4.4	Operational Services	<p>Facilities Management and Planning – new construction and modernization, planning for enrollment and program needs, coordination of facility use by the community</p> <ul style="list-style-type: none"> • Maintenance and Operations – routine and deferred maintenance, site and infrastructure improvements, custodial and environmental services, grounds maintenance, utilities management • Nutrition Services – meals served daily under the National School Lunch and Breakfast Programs and the Child and Adult Care Feeding Program, plus special programs such as the Fresh Fruit and Vegetable Program • Purchasing and Warehouse – procurement of supplies, services and materials for the entire district, contracting public works projects, operation of general and food warehouses, daily delivery to schools • Safety and Security – coordination of campus safety services and contracted law enforcement services, operation of 24/7 central monitoring station • Transportation – daily transportation 	\$15,300,000.00	No
4.5	Other Expenses	Health Contribution Retirement	\$3,950,000.00	No

Action #	Title	Description	Total Funds	Contributing
4.9				

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

This broad goal was developed to support the districts mission and vision and all of the previous goals. Any any substantive differences in planned actions and actual implementation of these actions are detailed in the previous the previous 3 goals.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material difference between budgeted expenditures and estimated actual expenditures for this goal.

An explanation of how effective the specific actions were in making progress toward the goal.

This broad goal was developed to support the districts mission and vision and all of the previous goals. An explanation of how effective the specific actions were in making progress toward the goals are detailed in the previous the previous 3 goals.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

This broad goal was developed to support the districts mission and vision and all of the previous goals. A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice are detailed in the previous the previous 3 goals.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$55,121,252.00	\$7,063,260.00

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
41.12%	0.00%	\$0.00	41.12%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Goal 1 - Actions 1-32 are designed to work in tandem to improve the academic achievement of students in support of Goal 1 which is to improve academic performance at challenging levels. The district has achieved improvement in several areas on the 2019 California Dashboard, including English learners' literacy and math scores. In literacy this group increased by 11.2 points distance from met and 8.9 points in math. Additionally, foster youth increased by 19.1 point distance from met in math and 53 points in literacy. Our socio-economically disadvantaged students increased by 8.9 points in math and 11.6 points in literacy. Though growth has been made with these student groups, there is still much work to be done to improve first instruction across content areas. Only 50.4% of English Learners are making progress towards English Proficiency and according to the 2019 data, they were 66.6 points below standard met in Language Arts and 97.9 points below standard met in math. Foster Youth were 119.3 points away from standard met in math and 59.1 points in Language Arts. Students in the socioeconomically disadvantaged student group were 57.9 points below a standard met in Language Arts and 93.8 points in math. The current STAR benchmark data shows that on average less than 20% of students in these student groups are performing at grade level in Language Arts and less than 12% in math. In order to address this condition of our EL, SES and Foster Youth, we will focus on improving our academic program starting with Tier 1 instruction and supporting specialized programs for Tier II and III interventions. These actions are being provided on an LEA-wide basis and we expect that all of our student groups will increase by at least 10 points on distance from met in both Language Arts and math. The percent of English Learners demonstrating English Proficiency will increase by a minimum of 5% a year. Below is a detail of each of the actions.

1.1 - 3 Professional Learning Days - The Oxnard School District through collection of data identified that first instruction needed to be improved and we believe that professional learning will increase access to effective first teaching for low income, English learner, and foster youth students . These PD days will include Culturally Responsive teaching practices, literacy, mathematics, social and emotional practices and PBIS.

1.2 Student Literacy Interventions - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that based on state and local assessments, these student groups had identified learning gaps that require intensive intervention supports. The effectiveness of this action is measured by local data in the form of district diagnostic assessments and statewide assessment data. Staff reviews student data regularly and based on data results interventions are planned. Given this process and focus of interventions we have seen growth with all student groups mentioned above.

1.3 Development in Literacy - Oxnard School District's English Learner, Foster Youth, Low Income students populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards effectively meeting the needs of English Learner, Foster Youth, Low Income students.

- This action is designed to build the collective capacity to improve first instruction in literacy through continued funding of subject-expert leaders, teacher supports through collaboration , and professional development
- Implement 1st -8th Grade interim assessments.
- Supports the implementation of state standards in every classroom ensuring English Learner, Foster Youth, Low Income students access to the core curriculum and grade level standards
- The additional professional development increases the effectiveness of teaching state standards.
- All professional development includes components designed to improve teaching of English language learners.
- Professional Development focused on Balanced Literacy provided by consultants to help teacher leaders.
- Teachers and site administrators will be provided the guidance and support to design and implement effective lessons that yield high-impact literacy instruction for all students.
- Lexia Core 5 and Power Up Subscriptions 3 Year License Subscription will support students' literacy development in combination with first instruction.

1.4 Continued Expansion of District Dual Language Programs - English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. Dual Language Immersion Programs remove barriers while providing access to the core curriculum in the primary language.

- An expansion of a well-established English learner program
- The program increases English literacy while maintaining the primary language
- The expectation is that students are prepared to receive the pathway to the Seal of Biliteracy Award.

1.5 Development in Mathematics - This action is designed to build the collective capacity to improve mathematics instruction through continued funding of subject-expert staff leaders, teacher supports through collaboration, and professional development. Districtwide, Foster youth, English Learners and students in poverty are among the lowest performing student groups in mathematics. These student groups need access to culturally relevant first instruction that incorporates a comprehensive instructional cycle. This includes assessment, standards-based instruction, professional development and a well-designed MTSS process. Through this goal the above-mentioned student groups will be monitored and provided additional support.

In addition to first instruction, the district will provide students support with a Tier II math intervention program that will be targeted for

students who are performing below grade level as part of the districts Rtl process.

1.6 Expansion of Learning Opportunities -Oxnard School District's English Learner, Foster Youth, Low Income students 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 Learner, Foster Youth, Low Income 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 English Learner, Foster Youth, Low Income students more time in school, with adults providing academic support. Additional space in the afterschool program to expand academic, enrichment and SEL support for students will be provided . English Learners, Foster Youth and students experiencing poverty will be prioritized in the enrollment process to ensure access. Students who attend these programs have higher achievement, attendance, and student engagement rates. This action will provide an opportunity to more students than are currently served. This funding will shorten the waiting list at each school site and add space in the program for Kindergarten.

1.7 Student Technology - Experience has shown that low-income students do not have reliable access to technology; and to fully prepare students for college and career it is critical to include consistent use of technology in the classroom. In order to do this, the district must maintain a district level department to support the 1:1 device program implemented in all Pre-school-8th grade classrooms. The Technology Services Technicians provide educational technology support to students, staff, and families at all 21 school sites in support of the Districts 1:1 Device Program.

1.8 Further Develop Early Childhood Education - Research has shown that starting school at an early age assists English learners, foster youth, and students living in poverty to be more prepared to read by third grade. Currently the Oxnard School District has 8 pre-school general education programs to support the community.

In order to maximize the effectiveness of these programs, the District Pre-school teachers utilize a pre-school curriculum and assessment that supports Early Childhood Standards.

1.9 Implementation of State Standards - The District's professional learning is anchored in the California English Language Arts (ELA)/English Language Development (ELD) and Mathematics Frameworks and targets the implementation of integrated and designated ELD instruction.

Oxnard School District's low income and English learner student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of English learners and low-income students.

1.10 Data Management System - Oxnard School District's unduplicated population are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of English Learner, Foster Youth, Low Income students. This action allows for the continuous monitoring of student achievement to inform instructional practices:

- The district will continue to use Ellevation for reclassifications, monitoring and tracking interventions for English language learners, and training for teachers and administrators.
- The district will purchase and maintain a student data management system (such as Illuminate) to manage assessment data to create disaggregated reports in order to accurately monitor student progress in inform instructional actions, including intervention and enrichment.
- The district will provide professional development to district and site administrators and teachers on use of SDMS.

1.11 Expansion of District GATE program - Historically, English Learner, Foster Youth, Low Income students have been underrepresented in these accelerated programs. The following services are principally directed toward English Learner, Foster Youth, Low Income students and provide support to be successful in the programs.

- Universal screening at the end of Second grade for all students
- Professional learning focused on strategies for accelerated learners and culturally responsive teaching
- Summer professional institute for AP teachers in Dual Language Programs

Additionally, for English Learner, Foster Youth, Low Income students it is important to provide access to classes that prepare them for college opportunities. The District will accomplish this by supporting AVID classes at all middle schools and AVID Excel for English Learners.

1.12 Expanded Summer Learning - English Learner, Foster Youth, Low Income students benefit from additional time school with a variety of learning opportunities. OSD is planning a robust Summer School program. The Summer Writing, Science and Math Camp is a full day program and is offered to students in Grades K-8. The program is run with the support and planning of credentialed teachers to run an enrichment based academic program in the morning with the afternoons operated in partnership with our Afterschool program. The program will operate for one month of the summer. Transportation will be provided district wide to ensure access for all students.

These actions will increase access to the core curriculum and provide specific interventions identified for each low income and English learner student. These efforts will lead to increased student performance on state and local assessments

1.13 Special Education Services - Oxnard School District's English Learner, Foster Youth, Low Income students 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 English Learner, Foster Youth, Low Income students group.

1.14 Equity and Access - All Middle Schools provide a broad course of study for students by ensuring that all English Learner, Foster Youth, Low Income students groups have access to electives, core classes and intervention by adding an intervention period at the end of the day. Each comprehensive middle school will have 3 additional periods per grade level in order to provide intervention support for students. The teachers teaching these periods will work closely with each English language arts and math professional learning community using the cycle of continuous improvement to address the needs of each student and provide any additional academic support a student may need to achieve mastery.

Additional supports include:

- Schools offer students a variety of electives including, but not limited to music teachers, art elective teachers.
- Professional Development on Universal Design for Learning will be provided to staff to ensure students have access to grade level rigorous standards.
- Coaching for Equity Professional Learning for TOSAs in line with the district's mission and vision, all teachers on special assignments will develop their knowledge of equitable practices and how to transfer such knowledge to their day-to-day practice.
- District-wide Equity and Family and Community Engagement Task Force composed by representatives from all schools that will center around issues of equity, social justice, culturally responsive teaching and culturally responsive family and community engagement practices.

1.15 Recruitment and Retention of Human capital - The Oxnard School District beliefs that it will accomplish the district mission "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities" by

- Recruiting and retaining exceptional people
- Establishing strategic Work: Recruitment, Selection, Retention and Operations
- Maintaining labor relations with three associations.

As mentioned above, in order to increase the achievement of English Learner, Foster Youth, Low Income students groups, first instruction must be culturally relevant and rigorous and in order to provide such instruction is imperative that high quality teachers be recruited and supported.

1.16 Instructional Supports - As mentioned above, English Learner, Foster Youth, Low Income students groups' literacy scores are lower than the scores of all students. In order to improve scores, the district will implement District-wide Assessments and Reading Programs (Renaissance: Star/AR/MyON). To measure student growth the district will use the Renaissance Star 360 Program district wide as an assessment tool to identify students for intervention placement and leveled instruction. An important function of the program will be its use as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics. Administration occurs at least 3 times a year. Use of the Accelerated Reader Program will support reading comprehension and fluency. Use of the MyON program will support reading comprehension through access on 1:1 devices at home, with or without internet access.

Additionally, for students needing additional support, the district will use Tutorific to provide tutoring services for students that struggle with educational continuity and academic growth due to the impermanence of their housing, English Language skills and impact of poverty. Tutoring will improve English Language skills, including reading, phonics, vocabulary, conversational English, and Math.

1.17 Support of School Libraries - School libraries have the ability to bridge the gap between privileged and at-risk students by providing equal access and resources for learning. In order to improve access for English Learner, Foster Youth, Low Income students groups, the district will :

- Hire Library Technicians at elementary schools.
- Provide access to diverse titles for students including titles in multiple languages.
- Provide access to technology through the library for students who may not have access to technology at home
- Provide E-books and E-readers that allow students to listen to books, this will support readers for whom English is not the primary language spoken at home

As a result, English Learner, Foster Youth, Low Income students will have the resources to improve scores on state and local assessments.

1.18 Support of Local and State Assessments - Based on the data above, the need for instruction and professional development to be aligned to State testing is critical to improve the outcomes of English Learners, Foster Youth, and socioeconomically disadvantaged students. By providing a coherent testing system that supports schools' implementation, English Learners, Foster Youth, and socioeconomically disadvantaged students' outcomes will improve.

1.19 Professional Learning - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that staff development and professional learning was a vital part of improving first instruction. In order to address these conditions, the district will offer a variety of training opportunities. These trainings will include District Administrators, teachers, and staff the opportunity to attend the yearly CAFE and other conferences conference which focuses on the most current research and best practices to meet the needs of second language learners. Best practices will be shared with teachers and administrators through meetings, collaboration opportunities, model lessons, and support with lesson design and delivery. These opportunities are being offered district wide and will lead to the desired academic growth of English Learner, Foster Youth, Low Income students groups.

1.20 Developing Human Capital - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that many of the new teachers hired into the district are not fully prepared to provide the differentiation of instruction necessary to meet the needs of these student groups. In order to address this condition, the district implements a new teacher training and ongoing yearly support. this action provides necessary information and resources to teachers who are new to the district to support them in instruction and as employees. Additionally, specialized training is provided to Special Education teachers. The Orientation is coordinated

between Educational Services and Human Resources and is provided before the start of the school year and throughout the year through curriculum council.

1.21 Maintain District Management System - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that parental involvement in student learning is a critical component for student success. English Learner, Foster Youth, Low Income students groups and families have less access to technology platforms to support their learning. In order to address this condition, the district adopted Canvas. Canvas provides avenues to support UDL and collaboration of students and staff. This goal supports the district's student profile by providing a platform that creates 21st Century ready students. This action is provided district-wide, we expect that all students and parents will benefit and consequently improve academic outcomes as indicated above.

1.22 English Language Development Support -After assessing the conditions, needs and circumstances of English Learners we learned that English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. In order to support their academic growth, the following are necessary:

- Implementation of English Learner curriculum and resources
- Newcomer Academies, to maintain Newcomer teachers and paraeducators, provide professional development and teacher collaboration related to the program and to purchase support materials and/or technology as well as other resources to support student acquisition and development of English and math skills.
- Interventions opportunities supporting Long Term English Learners

These combined actions will increase access to the core curriculum, provide specific interventions, and increase English Learner performance on state and local assessments.

1.23 Additional Teachers Above Staffing Ratio - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that based on state and local assessments, these student groups require additional individualized support. In order to address this condition, the district is providing additional staff to school sites to allow for differentiation. This staff will include teachers and support staff. These actions are being provided LEA wide to support these student groups. Participation in intervention opportunities will be targeted for these student groups. We hope this will lead to improved academic achievement of EL, Foster Youth and Socioeconomically disadvantaged students.

1.24 School Site Allocations- After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that schools must provide additional support targeted for these student groups. In order to address this condition:

- Each school site receives an allocation based on the school's enrollment of low income, English learner, and foster youth
- Each school is required to evaluate LCAP data points as related to low income, English learner, and foster youth student populations, to assure plans focus on addressing the needs of English Learner, Foster Youth, Low Income students
- Site personnel work with School Site Councils to inform educational partners of goals and targets, and incorporate data and leadership feedback to appropriately revise plans, with the focus on LCAP goals and expected outcomes for English Learner, Foster Youth, Low Income students
- Each School Site Plan (Single Plan for Student Achievement-SPSA) specifies how LCFF funding addresses identified needs and meets LCAP district and site goals for English Learner, Foster Youth, Low Income students
- Products and services provided specifically for English Learner, Foster Youth, Low Income students through the site plans include:

- o Supplemental materials and technology
- o Academic interventions and supports

- o Supplemental counseling and psychological services
- o Staff for attendance support
- o Parent involvement support
- o Bilingual office staff

These actions are being provided district-wide, the annual LCAP review and revision process corresponds with the site planning process and allows district leaders to review data with site leaders to verify how the actions at the sites are effective in meeting the goals and targets for English Learner, Foster Youth, Low Income students as measured by the California Dashboard, required LCAP metrics and local LEA metrics. Each site has specific deficits as measured by this variety of metrics.

1.25 Maintain 24:1 TK-3rd Grade - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that these student groups require more differentiated instruction than all students. In order to address this condition, class sizes in the district will continue to be maintained at a 24 to 1 ratio. These actions are being provided LEA-wide and we expect that this will allow teachers to provide instruction targeted towards these student groups which will result in academic growth as indicated above.

1.26 Additional Services for Students at Risk of Being Expelled - After assessing the conditions, needs and circumstances of Low-income students, and Foster Youth we learned that Foster Youth suspension rates in 2019 were 14%, Low-income students were 3.4% , as compared to all students at 3.2%. In order to address this condition, the district implements the following programs for students at risk of expulsion:

The three comprehensive middle schools will maintain Opportunity classes for grades 6-8.

- Students in 6th – 8th grade with significant behavioral issues are provided in-depth academic and social-emotional support.
- Cross disciplinary professionals work together to address chronic absenteeism
- Maintain individual counseling program to reduce peer conflict and emotional outbursts
- Anger management
- Grief counseling
- Close monitoring of grades and academic interventions

As a result, low income and Foster Youth students will improve attendance, decrease suspension rates and chronic absenteeism

1.27 After School Tutoring - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that these student groups require additional time in learning than all students. In order to address this condition, this action:

- Provides extended learning opportunities through teacher and tutor supports principally directed to low-income students in elementary and middle schools to increase academic achievement
- Provides after school tutoring programs to impact student achievement, especially for at-risk students

The benefits of an afterschool tutoring program include increased student achievement, a higher self-esteem, more participation in class, and an increase in homework completion (Baker, Reig, & Clendaniel, 2006)

This action will provide personalized learning identified for low income, English Learners and Foster Youth students. These efforts will lead to increased student performance on state and local assessments.

1.30 - Tier 3 and Special Education Intervention - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth receiving special education services, we learned that these student groups require more time on tasks. To address these conditions the following evidenced based programs will be implemented:

- Reading Intervention Supplemental Curriculum Reading Horizons

- ST math Intervention for Sped
- Teacher Leader trainings for implementation of professional development across subject
- Placement for high need and at-risk identified student in special education
- Unique – Moderate Severe Curriculum
- Instructional and behavioral support

1.31 - Cultural Proficiency and Focus on Equitable Practices - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that culturally responsive practices needed to be implemented district wide. To address this condition, the district will build teacher capacity in cultural proficiency and effective school-family engagement by providing professional development opportunities, such as webinars, workshops, literature review/book study, and/or summer P.D. This action is principally directed towards preparing staff to better meet the needs of English Learner, Foster Youth, Low Income students groups.

1.32 - Developing Educational Leaders -After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that Oxnard School District's English Learner, Foster Youth, Low Income students groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. To address the needs of students, school leaders are responsible for establishing equitable practices in our schools to ensure high leverage instructional practices are being used. For a school leader to be successful in their role, they need to lead the way in driving teaching and learning outcomes. This involves setting expectations about the school's learning practices and ensuring the organization's values and behaviors focus on improving student success. School leaders require the professional development in the following areas:

- Developing instructional equity for student success
- Data driven decision making
- Creating school cultures through equity lens
- Universal Design for Learning practices
- Implementation of MTSS

This action is principally directed towards meeting the needs of English Learner, Foster Youth, Low Income students groups.

Goal 2 - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that Approximately 91% of the students enrolled are considered socio-economically disadvantaged, many of these students are impacted by trauma and poverty. In order for our students to be prepared and able to learn, the district must ensure that students have the necessary resources to be successful. To better serve our students and community and to ensure that every student has equitable access, district resources will be used to support the social emotional needs of students, the wrap around services necessary for both students and their families so that achievement gaps can be addressed. Though this goal has always been important, the impact of COVID-19 has been life changing for many families and in particular for families living in poverty. More than ever there is an urgency to address the social emotional needs of all students and in particular students experiencing homelessness, foster youth, English Learners and students receiving special education services. A particular area of concern for these services are Foster Youth students . On the 2019 California Dashboard, Foster Youth students had an absenteeism rate of 12.9% compared to 7.7% for all students. Foster Youth students had a suspension rate of 14% compared to 3.2% for all students. Actions 2.1- 2.9 work in tandem to provide this additional support for all English Learner, Foster Youth, Low Income students. We believe that together these actions will improve the absenteeism and suspension rates of Foster Youth primarily.

2.1 Child Nutrition - Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment, as well as having some of the lowest attendance rates. When students are in school it is important that they have all

conditions necessary to help them learn. Knowing the importance of this OSD provides healthy breakfast, lunch, snack, and supper meals to students to enhance their ability to learn. Supplement the Child Nutrition programs with contributions from the General Fund as necessary. This action is principally directed towards meeting the needs of English Learner, Foster Youth, Low Income students groups.

2.2 Improve opportunities for student connectedness - After assessing the conditions, needs and circumstances of Foster Youth we learned that transportation for students who are in foster placements so that they can remain at their home school is a critical component of their education.

Additionally, offering expanded opportunities for students to participate in club and sports programs after school at all K-8 schools allow for connectedness. In order for these student groups to have access the district provide a late bus for the K-8 and middle schools to support student access to additional teacher support, clubs, and sports.

2.3 Improve student attendance - Some low income students, students experiencing homelessness and foster youth exhibit irregular attendance which affects academic performance. In order to assist with absenteeism outreach and truancy prevention with full-time Attendance Technicians at all schools. As well as provide Thrive (SARB/ Truancy Reduction) program through the County of Ventura. The County of Ventura provides support to the district SARB team on a monthly basis. An Assistant District Attorney meets with the SARB team to review truancy cases and provide support to families to reduce absences. We believe this will improve attendance for English Learner, Foster Youth, Low Income students.

2.4 Social and Emotional Supports -Oxnard District's School low-income student populations are some of the lowest performing student groups on state and local assessment. To address this condition, the district will implement a Multi-tiered System of Support (MTSS). MTSS is a systemic, continuous- improvement framework in which data-based problem solving and decision making is practiced across all levels of the educational system for supporting students with the academic and social emotional interventions, designed to support their specific needs.

2.5 Health and Welfare for students - Some low-income students, students experiencing homelessness and foster youth lack resources and often miss school due to health and welfare factors. This action principally supports these groups of students and provides resources to address health and welfare needs. This action supports the following:

- Supplemental Health Care Technician/LVN services
- Contracted staffing services to ensure that health offices are staffed at each school site.
- Provide Health Assistants and/or Health Care Technicians (LVNs) at each school site with oversight from district nurses ensuring student safety and health across the district.
- Palmer Drug and Alcohol Prevention. PDAP provides individual and group substance abuse counseling sessions for students based on requests from school staff. Sessions focus on awareness of personal strengths, importance of health choices, the dangers of drug and alcohol use and social skills for seeking positive peers.
- Practi-Cal provides the district support with Medi-Cal billing. Employees providing direct services to students enter medi-cal billing reports which are sent to Practi-Cal for review. Costs are recovered through this program.
- Social Emotional Services Specialist (SESS) through VCOE contract. Social emotional service specialists provide support to students who require intensive counseling due to social- emotional/behavior issues. SESS providers work with students one-one at the school
- Hearing Conservation screening services. Hearing Conservation provides comprehensive hearing screening for students who need more intensive hearing evaluation.

2.6 Create a safe environment conducive to learning - - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth, we learned that many students have experienced trauma and consequently families are seeking safety in school settings. IN order to meet this need the district :

- ProvideS Campus Assistants to keep students safe at lunch and recess and provide for before and after school campus supervision.
- ensures School safety plans are updated annually in accordance with Ed Code. School teams work with educational partners to identify resources and elements that are important to school safety and climate.
- Reviews Annual Parent Rights Notification, Envision Consulting services. The Annual Parent Rights Notification is updated annually to reflect new district policy and Ed Code. Envision Consulting reviews the document to ensure that all updates to Ed Code are accurate.
- Provides Action Preparedness Training. School office staff and health care staff are provided CPR training annually.

2.7 Restorative Practices - Oxnard School District has identified the need to reduce suspension and expulsions for English Learner, Foster Youth, Low Income students groups. Professional development will be provided for staff to address the unique needs of English Learner, Foster Youth, Low Income students groups. Resources to support restorative practices across the district will be provided. These opportunities will be provided using existing personnel and school time. Additionally, this will be monitored through the use of Panorama Survey.

2.8 Professional Learning and wellness of staff - Oxnard School District's English Learner, Foster Youth, Low Income students groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. They are also groups with higher rates of absenteeism and lack school connectedness. Consequently, staff require continuous development using strategies and tools to address student needs. Professional Growth for OSSA members which include nurses, counselors, Speech pathologist, program specialist, behaviorist and psychologists.

2.9 Tier III Specialized social and emotional supports - After assessing the needs and circumstances of Foster Youth, English Learner, and socioeconomically disadvantaged students we found that students require additional social and emotional support. In order to address this need, the district will provide:

- Social emotional specialist through VCOE
- Counselling services for IEPs
- 1:1 behavioral aides
- Special Education staff to assist with additional duties and assessments

Goal 3 - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that historically families of English Learner, Foster Youth, Low Income students groups tend to be more disengaged from school-home partnerships. The Oxnard School District believes that students will do better academically and socially when schools build positive relationships with families. Parent involvement is crucial, regardless of income or background, and therefore it is critical for the district to have a comprehensive and well- planned partnership between school and home. To do this, a comprehensive communication system must be implemented, this comprehensive communication includes two-way communication that flows between and among the school, the families, and the community. This goal includes establishing a more effective way to disseminate information and gather feedback from all educational partners. Actions 3.1- 3.6 , 3.8 -3.11 work in tandem to strengthen communication and family engagement district-wide with a focus on traditionally under-represented

student groups. We believe as a result of these actions, English Learner, Foster Youth, Low Income students groups will improve on state and local assessment and have greater opportunities to enter an A-G program in high school.

3.1 Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework- Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To build parent capacity, empowerment and advocacy that impacts student academic and social-emotional development through ongoing collaboration with different parent and community groups: District English Learner Advisory Committee, Parent Advisory Committee, Parent-Teacher Association, African American Steering Committee & African American Parent Group, School Site Councils, Mixteco Steering Committee and Mixteco parent group. Actions listed above will lead to increased student performance on state and local assessments by educating, engaging, and involving parents in the continued development of the district's strategic plan and the student profile.

3.2 Ensure and enhance our communication with families through the use of a variety a platform - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve this condition, the district will maintain effective communication with parents via website, email, text, and phone calls. This action includes professional development for Principals, Assistant Principals and Office staff for updating the school website and utilizing ParentConnect to send email, text, phone calls, and digital newsletter to families.

3.3 Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve engagement of these student groups, the district will contract or hire a person as a webmaster to support the update of the Oxnard School District Web page and School sites. This person will need to know the technical and content side of the information and will establish protocols to create consistency among all OSD pages and sites.

3.4 Equitable access for participation - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve engagement of these student groups, the district will purchase Zoom to improve communication, offer webinars, support instruction. This action will also facilitate access for families that are unable to come to school sites or leave work for meeting.

3.5 Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families - Build systems of communication to provide information to students, families, staff and administration. Videos will highlight projects and information about the student profile within the district and will be shared with the community. The district webpage will be updated to include accurate information to relevant departments. Blackboard, Facebook and Twitter will be for messaging to families. Communication will be shared in English and Spanish with Mixteco and ASL translation when needed.

3.6 Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. The district is committed to ensuring access to information and engagement for all families. This requires the district to provide information in many different languages.

- Maintain two Mixteco Interpreters/translators to support native language interpretation and translation services

- Contract for interpreting Services. This service is provided in order to ensure that all parents and community members have access to all of the district information necessary to fully engage as educational partners.
- Translation Services for Parents. Provide equity and access to community by providing translation services. Translation services are provided by hiring district translators/interpreters. This includes 2 Mixteco interpreters, 5 Spanish translators
- Parent Support Liaison. Maintain a Parent Support Liaison to increase family and community engagement at both school and district levels, establish effective communication between home and school, increase community support for schools and the district, and offer training opportunities for parents

3.8 District Enrolment Center - Oxnard School District's English Learner, Foster Youth, Low Income students 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 English Learner, Foster Youth, Low Income students groups is critical for future success. This action principally addresses these needs.

The district Enrollment Center Manager plans, organizes, and directs the ongoing operations of the district's enrollment center including training and evaluating staff; analysis and reporting of enrollment; developing systems to support enrollment at all district school sites. Additionally, the family liaison is housed at the enrollment center and is the first point of contact for families of English Learner, Foster Youth, Low Income students groups who need support connecting with local organizations. This support includes basic needs such as housing, food and clothing.

3.9 Transition to High School Parent/Student Workshops - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To assist parents in supporting their student's transition to high school the district provides student and parent workshops on Going to High School and Beyond. ORCs and Counselors will provide workshops to parents of students in Grades 5 and up to review what they need to think about before arriving to high school. This action would include preparing students and families with information and support around A-G opportunities and requirements in High School.

3.10 Student voice: Superintendent Fellows - A student representative from each school site who collaborates with the superintendent about the student experience in Oxnard School District. Students are a conduit between the superintendent and other students from their schools. This group provides an opportunity for the student voice and choice to be shared with district leadership.

3.11 Special Education Parent Supports - Special Education Community Council. Monthly community council with selected committee to address and meet the needs of families as they learn to navigate the special education system. These meetings are provided in English and Spanish and include English Learner, Foster Youth, Low Income students groups.

Goal 4 - Implement a facilities program with the goal of improving student performance - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that there is a growing body of research that indicates that school facilities have a measurable impact on student achievement and connectedness. The spaces where our children spend the majority of their waking hours can impact student learning therefore, OSD is committed to maintaining 21st Century schools that are conducive for teaching and learning the skills necessary for success in the 21st Century.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

The Oxnard Schools District's English Learner, Foster Youth, Low Income 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 educational partner 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 English Learner, Foster Youth, Low Income students 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.

Addressing the needs of English Learners and Foster Youth is a are of focus for our district. During the 2022-2023 school year, a group for families of Foster students was created in order to ensure that e are providing resources and supports for this vulnerable group of students, this family group will continue for the 2023-2024 school year. Additionally these students are prioritized to participate in tutoring services and expanded learning opportunities. Outreach consultants reach out to families to encourage participation. School sites are required to identify interventions and metrics for these student groups in the SPSAs. 6 LMFT will be hired for the 2023-2024 school year, and Foster Youth will be identified as a target group to receive support. School Counselors will be provided a list of students by school site and students and Foster Youth and homeless students will be scheduled for regular check-ins with the school counselors.

Teacher will continue to receive training on language strategies to support students. All school sites will provide intervention/acceleration classes for LTEL students during the after school program. Students in Newcomer program will be provided 1:1 tutoring to support their Academic growth,

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Due to the impact of the COVID-19 Pandemic, the district experienced great need from the community in terms of providing support and services at the school sites. The actions below allowed the families to have more access to address student needs and improved communication. Additionally, due to the high impact of COVID-19 on the community, increased staff absences required greater recruiting efforts for substitute staff.

The Oxnard School District received additional Concentration Grant Funds in the amount of \$6,828,408. These funds were principally used to support the following actions:

- Restore 21 school site Office Assistant II positions. (LCAP Goal 2.5)
- Provide an additional one hour per day for 20 ORC positions, which would have otherwise been cut. (LCAP Goal 2.4)
- Provide additional hours for Campus Assistants district-wide. (LCAP Goal 2.6)
- Provide substitute teacher and classified employee incentive program, in order to maintain adequate substitute staffing levels during a time of staffing shortages. (LCAP Goal 1.15)
- Provide one additional ISP Teacher at each of the three middle schools. (LCAP goal 1.2)
- Provide MTSS teacher or ISP at each school site

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		6-8 (Classified Student to Staff Ratio= 28:1), K-8 (Classified Student to Staff Ratio = 36:1), K-5 (Classified Student to Staff Ratio = 23:1)
Staff-to-student ratio of certificated staff providing direct services to students		6-8 (Certificated Student to Staff Ratio = 15:1), K-8 (Certificated Student to Staff Ratio = 25:1), K-5 (Certificated Student to Staff Ratio = 17:1)

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$87,490,580.00	\$58,780,570.00	\$6,381,813.00	\$13,691,532.00	\$166,344,495.00	\$117,662,155.00	\$48,682,340.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	3 professional learning days	English Learners Foster Youth Low Income				\$2,700,000.00	\$2,700,000.00
1	1.2	Student Literacy Interventions	English Learners Foster Youth Low Income	\$1,153,800.00			\$1,406,210.00	\$2,560,010.00
1	1.3	Development in Literacy	English Learners Foster Youth Low Income	\$289,000.00			\$111,425.00	\$400,425.00
1	1.4	Continue expansion and refinement of District Dual Language Programs	English Learners Foster Youth Low Income	\$616,000.00			\$298,500.00	\$914,500.00
1	1.5	Development in Mathematics	English Learners Foster Youth Low Income	\$1,318,250.00			\$36,000.00	\$1,354,250.00
1	1.6	Expansion of Learning Opportunities	English Learners Foster Youth Low Income		\$15,407,352.00			\$15,407,352.00
1	1.7	Student Technology Access and Annual Refresh	English Learners Foster Youth Low Income	\$4,993,259.00				\$4,993,259.00
1	1.8	Further Develop Early Childhood Education	English Learners Foster Youth Low Income	\$1,744,563.00	\$2,841,083.00	\$154,662.00	\$1,100,156.00	\$5,840,464.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.9	Implementation of State Standards	English Learners Foster Youth Low Income	\$364,000.00	\$181,556.00		\$1,011,112.00	\$1,556,668.00
1	1.10	Data Management Systems to Support Implementation of District standards	English Learners Foster Youth Low Income	\$491,000.00			\$80,000.00	\$571,000.00
1	1.11	Expansion of District GATE program and Specialized Programs	English Learners Foster Youth Low Income		\$31,298.00		\$904,339.00	\$935,637.00
1	1.12	Expanded Summer Learning	English Learners Foster Youth Low Income		\$2,200,000.00			\$2,200,000.00
1	1.13	Special Education	English Learners Foster Youth Low Income	\$5,000,000.00	\$2,600,000.00			\$7,600,000.00
1	1.14	Equity and Access	English Learners Foster Youth Low Income	\$61,096.00			\$219,142.00	\$280,238.00
1	1.15	Recruitment, Selection and Retention of Human Capital	English Learners Foster Youth Low Income	\$808,727.00				\$808,727.00
1	1.16	Instructional Resources and Supports	English Learners Foster Youth Low Income	\$357,500.00				\$357,500.00
1	1.17	Support of Diverse and Inclusive School Libraries	English Learners Foster Youth Low Income				\$962,116.00	\$962,116.00
1	1.18	Implementation of State and Local Assessments	English Learners Foster Youth Low Income	\$12,000.00	\$295,000.00		\$20,000.00	\$327,000.00
1	1.19	Professional Learning to prepare staff for	English Learners Foster Youth	\$480,000.00	\$53,000.00		\$39,200.00	\$572,200.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		implementation of state standards	Low Income					
1	1.20	Developing Human Capital	English Learners Foster Youth Low Income	\$359,200.00			\$48,608.00	\$407,808.00
1	1.21	Maintain District Learning Management System	English Learners Foster Youth Low Income				\$269,030.00	\$269,030.00
1	1.22	English Language Learners Support and Services	English Learners	\$696,300.00	\$21,000.00		\$55,500.00	\$772,800.00
1	1.23	Additional Teachers Above Base Staffing	English Learners Foster Youth Low Income	\$4,000,000.00				\$4,000,000.00
1	1.24	School Site Allocations to be Prioritized by School Site Council	English Learners Foster Youth Low Income	\$3,236,984.00			\$1,916,521.00	\$5,153,505.00
1	1.25	Maintain 24:1 TK- 3rd Grade Average	English Learners Foster Youth Low Income					
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	English Learners Foster Youth Low Income	\$444,434.00				\$444,434.00
1	1.27	After School Tutoring	English Learners Foster Youth Low Income				\$100,000.00	\$100,000.00
1	1.28	Instruction	English Learners Foster Youth Low Income	\$7,469,723.00	\$32,854,098.00	\$6,227,151.00	\$907,445.00	\$47,458,417.00
1	1.29	Textbook Adoptions	English Learners Foster Youth Low Income	\$2,503,000.00	\$700,000.00			\$3,203,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.30	Tier 3 and Special Education Interventions	English Learners Foster Youth Low Income	\$1,450,000.00	\$500,000.00		\$200,000.00	\$2,150,000.00
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	English Learners Foster Youth Low Income	\$50,000.00				\$50,000.00
1	1.32	Developing Educational Leaders	English Learners Foster Youth Low Income	\$345,000.00				\$345,000.00
1	1.33	Independent Study Program - No longer implemented during the 23-24 school year						
1	1.34	Middle School Collaboratives focused on the development of the OSD Student Profile		\$149,500.00				\$149,500.00
1	1.35	District Wide Banking of Minutes	English Learners Foster Youth Low Income	\$1,898,000.00				\$1,898,000.00
1	1.36	Oxnard Empowers - Implementation Of Strategic Plan	English Learners Foster Youth	\$79,480.00				\$79,480.00
1	1.37	CSI Support for Fremont Academy	English Learners Foster Youth Low Income				\$165,500.00	\$165,500.00
1	1.38	Expansion of the Arts Program	English Learners Foster Youth Low Income					
2	2.1	Child Nutrition	English Learners Foster Youth Low Income					
2	2.2	Improve opportunities for student connectedness	English Learners Foster Youth Low Income				\$30,000.00	\$30,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.3	Student Attendance	English Learners Foster Youth Low Income	\$1,654,845.00	\$14,800.00		\$14,000.00	\$1,683,645.00
2	2.4	Social and Emotional Supports	English Learners Foster Youth Low Income	\$6,356,397.00	\$92,000.00		\$50,000.00	\$6,498,397.00
2	2.5	Health and Welfare of students	English Learners Foster Youth Low Income	\$1,319,438.00	\$119,750.00		\$41,700.00	\$1,480,888.00
2	2.6	Create a safe environment conducive to learning	English Learners Foster Youth Low Income	\$2,960,373.00				\$2,960,373.00
2	2.7	Restorative Practices	English Learners Foster Youth Low Income	\$27,330.00				\$27,330.00
2	2.8	Professional learning and wellness for staff	English Learners Foster Youth Low Income		\$75,000.00			\$75,000.00
2	2.9	Tier III and Specialized Support	English Learners Foster Youth Low Income	\$1,486,519.00	\$782,633.00			\$2,269,152.00
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	English Learners Foster Youth Low Income	\$82,000.00	\$12,000.00		\$116,350.00	\$210,350.00
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	English Learners Foster Youth Low Income				\$125,000.00	\$125,000.00
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	English Learners Foster Youth Low Income				\$127,539.00	\$127,539.00
3	3.4	Equitable access for participation	English Learners Foster Youth				\$148,000.00	\$148,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
			Low Income					
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	English Learners Foster Youth Low Income	\$60,000.00				\$60,000.00
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	English Learners Foster Youth Low Income	\$19,285.00			\$93,139.00	\$112,424.00
3	3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	All				\$350,000.00	\$350,000.00
3	3.8	District Enrollment Center	English Learners Foster Youth Low Income	\$718,077.00				\$718,077.00
3	3.9	Transition to High School- Parent workshops	English Learners Foster Youth Low Income				\$45,000.00	\$45,000.00
3	3.10	Students Voice	English Learners Foster Youth Low Income	\$63,000.00				\$63,000.00
3	3.11	Special Education Parent Supports	English Learners Foster Youth Low Income	\$40,000.00				\$40,000.00
3	3.12	Internal Communication Systems		\$42,500.00				\$42,500.00
4	4.1	Implement a facilities program with the goal	English Learners Foster Youth	\$4,000,000.00				\$4,000,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		of improving student performance	Low Income					
4	4.2	Central Office Administration	All	\$1,815,000.00				\$1,815,000.00
4	4.3	Administrative Services	All	\$7,225,000.00				\$7,225,000.00
4	4.4	Operational Services	All	\$15,300,000.00				\$15,300,000.00
4	4.5	Other Expenses	All	\$3,950,000.00				\$3,950,000.00

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$134,054,605	\$55,121,252.00	41.12%	0.00%	41.12%	\$59,008,580.00	0.00%	44.02 %	Total:	\$59,008,580.00
								LEA-wide Total:	\$59,008,580.00
								Limited Total:	\$0.00
								Schoolwide Total:	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	3 professional learning days	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.2	Student Literacy Interventions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,153,800.00	
1	1.3	Development in Literacy	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$289,000.00	
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	LEA-wide	English Learners Foster Youth Low Income		\$616,000.00	
1	1.5	Development in Mathematics	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,318,250.00	
1	1.6	Expansion of Learning Opportunities	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.7	Student Technology Access and Annual Refresh	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$4,993,259.00	
1	1.8	Further Develop Early Childhood Education	Yes	LEA-wide	English Learners Foster Youth Low Income		\$1,744,563.00	
1	1.9	Implementation of State Standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$364,000.00	
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$491,000.00	
1	1.11	Expansion of District GATE program and Specialized Programs	Yes	LEA-wide	English Learners Foster Youth Low Income			
1	1.12	Expanded Summer Learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.13	Special Education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$5,000,000.00	
1	1.14	Equity and Access	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$61,096.00	
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$808,727.00	
1	1.16	Instructional Resources and Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$357,500.00	
1	1.17	Support of Diverse and Inclusive School Libraries	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.18	Implementation of State and Local Assessments	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$12,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$480,000.00	
1	1.20	Developing Human Capital	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$359,200.00	
1	1.21	Maintain District Learning Management System	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.22	English Language Learners Support and Services	Yes	LEA-wide	English Learners	All Schools	\$696,300.00	
1	1.23	Additional Teachers Above Base Staffing	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$4,000,000.00	
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$3,236,984.00	
1	1.25	Maintain 24:1 TK- 3rd Grade Average	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	LEA-wide	English Learners Foster Youth Low Income		\$444,434.00	
1	1.27	After School Tutoring	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.28	Instruction	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$7,469,723.00	
1	1.29	Textbook Adoptions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,503,000.00	
1	1.30	Tier 3 and Special Education Interventions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,450,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$50,000.00	
1	1.32	Developing Educational Leaders	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$345,000.00	
1	1.35	District Wide Banking of Minutes	Yes	LEA-wide	English Learners Foster Youth Low Income		\$1,898,000.00	
1	1.36	Oxnard Empowers - Implementation Of Strategic Plan	Yes	LEA-wide	English Learners Foster Youth	All Schools	\$79,480.00	
1	1.37	CSI Support for Fremont Academy			English Learners Foster Youth Low Income	Specific Schools: Fremont Intermediate		
1	1.38	Expansion of the Arts Program	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.1	Child Nutrition	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.2	Improve opportunities for student connectedness	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.3	Student Attendance	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,654,845.00	
2	2.4	Social and Emotional Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$6,356,397.00	
2	2.5	Health and Welfare of students	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,319,438.00	
2	2.6	Create a safe environment conducive to learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,960,373.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.7	Restorative Practices	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$27,330.00	
2	2.8	Professional learning and wellness for staff	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.9	Tier III and Specialized Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,486,519.00	
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$82,000.00	
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.4	Equitable access for participation	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$60,000.00	
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$19,285.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
		aspects of their children's education.						
3	3.8	District Enrollment Center	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$718,077.00	
3	3.9	Transition to High School-Parent workshops	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.10	Students Voice	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$63,000.00	
3	3.11	Special Education Parent Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$40,000.00	
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$4,000,000.00	

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$163,273,329.00	\$163,275,904.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	3 professional learning days	Yes	\$2,700,000.00	\$2,700,000.00
1	1.2	Student Literacy Interventions	Yes	\$2,560,005.00	\$2,560,030.00
1	1.3	Development in Literacy	Yes	\$400,425.00	\$400,367.00
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	\$914,500.00	\$914,862.00
1	1.5	Development in Mathematics	Yes	\$1,354,250.00	\$1,354,249.00
1	1.6	Expansion of Learning Opportunities	Yes	\$15,407,352.00	\$15,407,352.00
1	1.7	Student Technology Access and Annual Refresh	Yes	\$4,593,259.00	\$4,593,259.00
1	1.8	Further Develop Early Childhood Education	Yes	\$5,840,464.00	\$5,841,582.00
1	1.9	Implementation of State Standards	Yes	\$1,556,668.00	\$1,556,792.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	\$571,000.00	\$571,125.00
1	1.11	Expansion of District GATE program and Specialized Programs	Yes	\$935,637.00	\$935,637.00
1	1.12	Expanded Summer Learning	Yes	\$1,500,000.00	\$1,500,000.00
1	1.13	Special Education	Yes	\$7,600,000.00	\$7,600,500.00
1	1.14	Equity and Access	Yes	\$280,238.00	\$280,238.00
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	\$808,727.00	\$808,727.00
1	1.16	Instructional Resources and Supports	Yes	\$357,500.00	\$357,509.00
1	1.17	Support of School Libraries	Yes	\$962,116.00	\$962,116.00
1	1.18	Implementation of State and Local Assessments	Yes	\$327,000.00	\$327,000.00
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	\$572,200.00	\$572,288.00
1	1.20	Developing Human Capital	Yes	\$407,808.00	\$407,809.00
1	1.21	Maintain District Learning Management System	Yes	\$269,030.00	\$269,032.00
1	1.22	English Language Learners Support and Services	Yes	\$772,800.00	\$772,800.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.23	Additional Teachers Above Base Staffing	Yes	\$4,000,000.00	\$4,000,000.00
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	\$5,153,505.00	\$5,153,505.00
1	1.25	Maintain 24:1 TK- 3rd Grade Average	Yes		
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	\$444,434.00	\$444,434.00
1	1.27	After School Tutoring	Yes	\$100,000.00	\$100,000.00
1	1.28	Instruction	Yes	\$47,458,417.00	\$47,458,417.00
1	1.29	Textbook Adoptions	Yes	\$3,203,000.00	\$3,203,000.00
1	1.30	Tier 3 and Special Education Interventions	Yes	\$2,150,000.00	\$2,150,000.00
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	\$50,000.00	\$50,000.00
1	1.32	Developing Educational Leaders	Yes	\$345,000.00	\$345,161.00
1	1.33	Independent Study Program		\$773,819.00	\$773,819.00
1	1.34	Middle School Collaboratives focused on the development of the OSD Student Profile		\$149,500.00	\$149,500.00
1	1.35	District Wide Banking of Minutes	Yes	\$1,898,000.00	\$1,898,000.00
2	2.1	Child Nutrition	Yes		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.2	Improve opportunities for student connectedness	Yes	\$30,000.00	\$30,000.00
2	2.3	Student Attendance	Yes	\$1,683,645.00	\$1,683,645.00
2	2.4	Social and Emotional Supports	Yes	\$6,498,397.00	\$6,498,397.00
2	2.5	Health and Welfare of students	Yes	\$1,480,888.00	\$1,480,898.00
2	2.6	Create a safe environment conducive to learning	Yes	\$2,960,373.00	\$2,960,373.00
2	2.7	Restorative Practices	Yes	\$27,330.00	\$27,330.00
2	2.8	Professional learning and wellness for staff	Yes	\$75,000.00	\$75,000.00
2	2.9	Tier III and Specialized Support	Yes	\$2,269,152.00	\$2,269,152.00
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	Yes	\$210,350.00	\$210,442.00
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	Yes	\$125,000.00	\$125,008.00
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes	\$127,539.00	\$127,539.00
3	3.4	Equitable access for participation	Yes	\$148,000.00	\$148,000.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Yes	\$60,000.00	\$60,000.00
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Yes	\$112,424.00	\$112,424.00
3	3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	No	\$350,000.00	\$350,000.00
3	3.8	District Enrollment Center	Yes	\$718,077.00	\$718,080.00
3	3.9	Transition to High School- Parent workshops	Yes	\$45,000.00	\$45,000.00
3	3.10	Students Voice	Yes	\$63,000.00	\$63,004.00
3	3.11	Special Education Parent Supports	Yes	\$40,000.00	\$40,000.00
3	3.12	Internal Communication Systems		\$42,500.00	\$42,500.00
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	\$1,500,000.00	\$1,500,000.00
4	4.2	Central Office Administration	No	\$1,815,000.00	\$1,815,000.00
4	4.3	Administrative Services	No	\$7,225,000.00	\$7,225,002.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	4.4	Operational Services	No	\$15,300,000.00	\$15,300,000.00
4	4.5	Other Expenses	No	\$3,950,000.00	\$3,950,000.00

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$56,029,100.00	\$0.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	3 professional learning days	Yes				
1	1.2	Student Literacy Interventions	Yes	\$1,153,800.00			
1	1.3	Development in Literacy	Yes	\$289,000.00			
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	\$616,000.00			
1	1.5	Development in Mathematics	Yes	\$1,318,250.00			
1	1.6	Expansion of Learning Opportunities	Yes				
1	1.7	Student Technology Access and Annual Refresh	Yes	\$4,593,259.00			
1	1.8	Further Develop Early Childhood Education	Yes	\$1,744,563.00			
1	1.9	Implementation of State Standards	Yes	\$364,000.00			
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	\$491,000.00			

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.11	Expansion of District GATE program and Specialized Programs	Yes				
1	1.12	Expanded Summer Learning	Yes				
1	1.13	Special Education	Yes	\$5,000,000.00			
1	1.14	Equity and Access	Yes	\$61,096.00			
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	\$808,727.00			
1	1.16	Instructional Resources and Supports	Yes	\$357,500.00			
1	1.17	Support of School Libraries	Yes				
1	1.18	Implementation of State and Local Assessments	Yes	\$12,000.00			
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	\$480,000.00			
1	1.20	Developing Human Capital	Yes	\$359,200.00			
1	1.21	Maintain District Learning Management System	Yes				
1	1.22	English Language Learners Support and Services	Yes	\$696,300.00			
1	1.23	Additional Teachers Above Base Staffing	Yes	\$4,000,000.00			
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	\$3,236,984.00			
1	1.25	Maintain 24:1 TK- 3rd Grade Average	Yes				

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	\$444,434.00			
1	1.27	After School Tutoring	Yes				
1	1.28	Instruction	Yes	\$7,469,723.00			
1	1.29	Textbook Adoptions	Yes	\$2,503,000.00			
1	1.30	Tier 3 and Special Education Interventions	Yes	\$1,450,000.00			
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	\$50,000.00			
1	1.32	Developing Educational Leaders	Yes	\$345,000.00			
1	1.35	District Wide Banking of Minutes	Yes	\$1,898,000.00			
2	2.1	Child Nutrition	Yes				
2	2.2	Improve opportunities for student connectedness	Yes				
2	2.3	Student Attendance	Yes	\$1,654,845.00			
2	2.4	Social and Emotional Supports	Yes	\$6,356,397.00			
2	2.5	Health and Welfare of students	Yes	\$1,319,438.00			
2	2.6	Create a safe environment conducive to learning	Yes	\$2,960,373.00			
2	2.7	Restorative Practices	Yes	\$27,330.00			
2	2.8	Professional learning and wellness for staff	Yes				
2	2.9	Tier III and Specialized Support	Yes	\$1,486,519.00			

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	Yes	\$82,000.00			
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	Yes				
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes				
3	3.4	Equitable access for participation	Yes				
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Yes	\$60,000.00			
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Yes	\$19,285.00			
3	3.8	District Enrollment Center	Yes	\$718,077.00			
3	3.9	Transition to High School-Parent workshops	Yes				
3	3.10	Students Voice	Yes	\$63,000.00			
3	3.11	Special Education Parent Supports	Yes	\$40,000.00			
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	\$1,500,000.00			

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
		0.00%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA’s community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA’s LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year’s LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022



Local Control Accountability Plan

JUNE 21, 2023



Purpose

The LCAP is a tool for local educational agencies to set goals, plan actions, and leverage resources to meet those goals to improve student outcomes.



Establish goals



Create a plan using actions and services



Create a budget to support

Local Control Accountability Plan Requirements



LCAP is a part of the Local Control Funding Formula

3 Year Plan (2021-2024) to support continuous improvement

Input from various Educational Partners

Include the State 8 Priorities

Budget must align with the LCAP

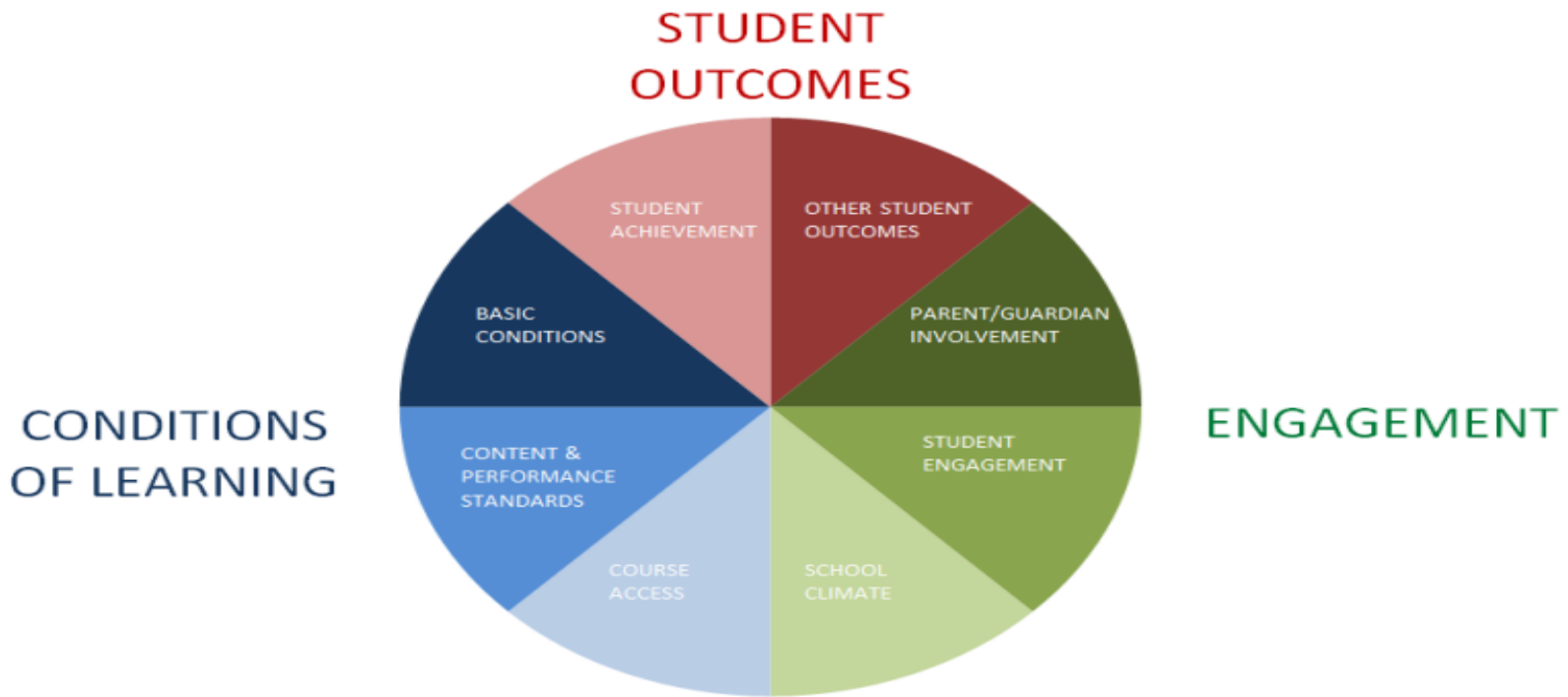
LCAP and Budget must be adopted by June 30, 2023

State 8 Priorities



State Priorities established by Education Code 52060

Eight State Priorities for all students and each numerically significant subgroup:



8 State Priorities

Priority	Local or State	
1. Basic Services	Local Indicator	Met
2. Implementation of State Standards	Local Indicator	Met
3. Parental Involvement	Local Indicator	Met
4. Pupil Achievement	State Indicator	
5. Pupil Engagement	Local Indicator	Met
6. School Climate	State Indicator	
7. Course Access	Local Indicator	Met
8. Other Pupil Outcomes	State Indicator	

The Work

Convene a group of educational partners including parents, staff and community to analyze data and review student needs



1

Review existing federal, state and district policy and laws, including EL Roadmap and Oxnard Empowers Strategic Plan

2

Review LCAP goals, actions and services from previous year

3

Determine which goals, actions and services will continue

LCAP 2023-2024



Final Year of 3-Year Plan

2024-2025

The LCAP will be re-written to align to the Oxnard Empowers Strategic Plan



Engaging Educational Partners

DELAC	Mixteco Parent Advisory Committee	African American Parent Advisory Committee	Superintendent's Parent Advisory Committee
LCAP Committee	Superintendent's Fellows	PTA	Surveys to Staff and Families
Middle School Focus Groups	DLI Teacher Input	Asian American and Pacific Islander Advisory Group	Foster Families Advisory

Goal 1: All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.



Professional Development for all staff to focus on first instruction, differentiation of instruction, and culturally responsive teaching practices



Extended Learning

Summer School
Before/After School
Intersessions



Teacher Support and Resources

Science/Social Studies
Opportunities for collaboration
Teachers on Special Assignment



Intervention for students

Mathematics
Language Arts



Building Human Capital

Certificated and Classified
• Aspiring Administrators Academy
• Campus Supervisor Training

Metrics Goal 1



State Priorities

Priority 1 – Basic Services
Standard Aligned Material

Priority 1 – Basic Services
Credentialed Teachers

Priority 2 – Implementation of State Standards
Implementation of Standards

Priority 4 – Pupil Achievement
SBAC and Distance from Met

Priority 4 – Pupil Achievement
Renaissance Star

Priority 4 – Pupil Achievement
Pathway towards Biliteracy

Priority 5 – Pupil Engagement

Priority 7 – Course Access

Priority 8 – Other Pupil Outcomes
Physical Fitness Test

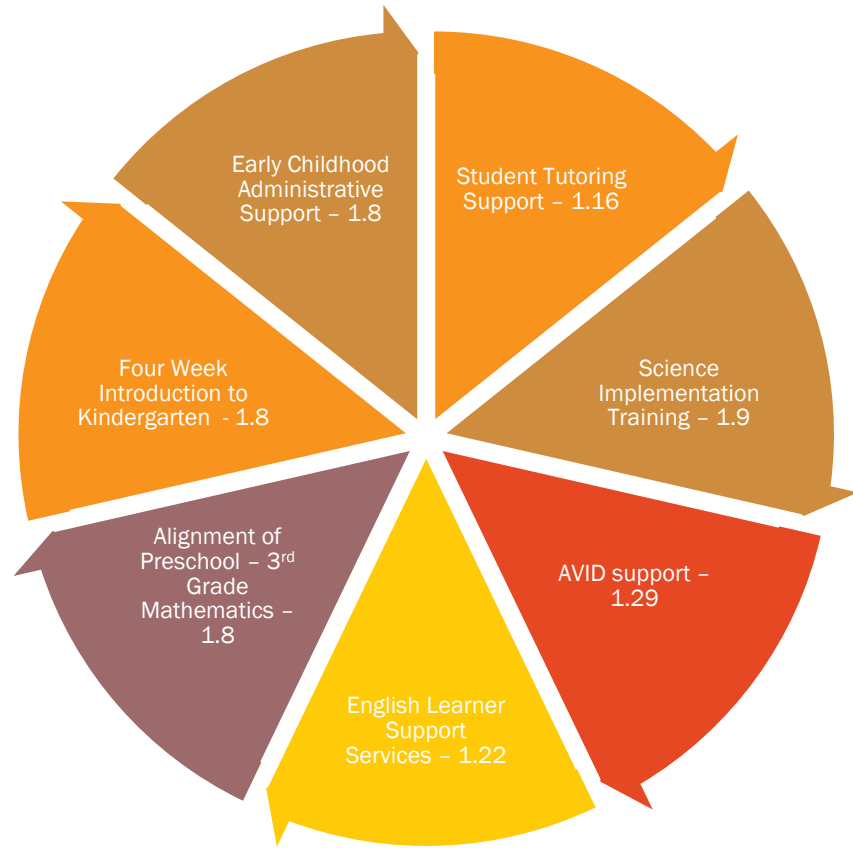


Metrics Overview for Goal 1

California Dashboard Data is unavailable until Fall 2023

Local Data	Renaissance STAR	Baseline 2021 Met or Exceeded	June 2022 Met or Exceeded	June 2023 Met or Exceeded
Early Literacy		33.2 %	39.9%	46%
Spanish Early Literacy		53.0%	57.8%	62%
English Literacy		27.2 %	27.9%	29.3%
Spanish Language Arts		49.2%	50.2%	49.4%
Mathematics		16.3%	19.7%	24%

Goal 1 Sample Actions and Services



Goal 1

Continuing Actions and Services

Teachers on Special Assignment – 1.9

- Science Specialist
- 2 Instructional Technology Specialist
- 1 EL Specialist
- 1 DLI Specialist
- Consulting Teacher Support
- TK/K Specialist
- Mathematics Specialist



Goal 2:
Students will
continue to be
provided with
programs and
services that
contribute to
their well-being,
safety and
connectedness.



Metrics Goal 2



State Priorities

Priority 5
Panorama Survey Studets

Priority 5
Chronic Absenteeism

Priority 5
Attendance Rates

Priority 6
Suspension Rates

Priority 6
Expulsion rates



Metrics Overview for Goal 2

California Dashboard Data is unavailable unit Fall 2023

Local Measures

Local Measures	Dashboard Baseline 2019	June 2022	June 2023
Attendance	96.05%	91.49%	92.04%
Suspension	3.2%	4.7%	6.2%
Expulsion	00002%	.00002%	.00002%

State Priorities 5 and 6

Goal 2

Sample Actions and Services



Restorative Practices training – 2.7

Foster Youth Transportation – 2.2

PDAP Counselors – 2.6

Support for Homeless Youth – 2.2

LMFT – 2.5

Social Workers – 2.5

Panorama Education 2.4

Goal 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.

Metrics Goal 3



State Priorities

Priority 3
Panorama Survey Staff

Priority 3
Panorama Survey Families



Metrics Overview for Goal 3

Surveys	Baseline Favorable Responses	Favorable Responses 2022	Favorable Responses 2023
Parent/Community Survey	1398 Responses - 85%	941 Responses - 87%	1561 Responses 89%
Staff Survey	228 Responses - 70%	298 Responses	Will be updated in the Fall.

State Priority 3

Goal 3

Continuing Actions and Services

Superintendent's Fellows – 3.10

Family Support Services – 3.6

Roll-out of New Webpage

Family and Community Engagement – 3.1

- African American Parent Advisory Committee
- Mixteco Parent Advisory Committee
- District English Learner Advisory Committee
- PTA
- Superintendent's Parent Advisory Committee
- Project 2 Inspire
- Family and Community Engagement Committee



Goal 3

Actions and Services



Asian American and Pacific Islander Parent Advisory Committee - 3.1

Special Education Team participation in all advisory communities to foster inclusive practices

Additional of Office Assistants II to support school safety and communication and access-2.10

Additional Administrative Staff (Assistant Principals) to support K-5 schools with school safety and communication 2.10



Goal 4

Contributes to all Oxnard School District Goals

- Facilities
- Staff
- Operations



Metric Goal 4



Facility Inspection Tool (FIT) Report

Baseline	Year 1 - 2021-2022	Year 2 - 2022-2023
Rating Good repair standard	Rating Good repair standard	Rating 3 Instances where a facility did not meet good repair standard





Questions?

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section D: Action Items

Adoption of Oxnard School District 2023/24 Budget (Mitchell/Núñez)

Subsequent to the public hearing held at the June 7, 2023 Board meeting, the Administration recommends that the Board of Trustees adopt the Oxnard School District Budget for the 2023/24 fiscal year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees adopt the Oxnard School District Budget for the 2023/24 fiscal year.

ADDITIONAL MATERIALS:

Attached: [2023-24 Adopted Budget Document \(126 pages\)](#)

[2023-24 Adopted Budget Presentation \(18 pages\)](#)

2023-24 Adopted Budget



Board Meeting of
June 21, 2023

(Includes Estimated 2022-23 Financial Data)

Prepared by:
Valerie Mitchell, Assistant Superintendent,
Business and Fiscal Services
and
Patty Núñez, Director of Fiscal Services

Mission:

IGNITE • TRANSFORM • NURTURE • EMBRACE

- **IGNITE** students' passions for learning and empower them to achieve brilliance.
- **TRANSFORM** our classroom and school expectations, relationships, and practices to more fully align with our values.
- **NURTURE** caring communities that develop students' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- **EMBRACE** high-leverage services and approaches that translate our values into action.

Vision:

Changing the World!

Inspired, Accomplished, Multilingual Global Citizens - In School and Beyond
In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

June 21, 2023

Members of the Board of Trustees:

The Oxnard School District (District) is pleased to present the Adopted Budget for 2023-24, the multi-year projections as required by state education code, as well as the Estimated Actuals for 2022-23.

Actual 2022-23 revenues and expenditures will be presented to the Board with the year-end Unaudited Actuals Financial Report in September 2023.

GENERAL FUND 2023-24 BUDGET YEAR

REVENUES

1. ADA (Average Daily Attendance) - The ADA assumptions used for 2023-24 is based on prior year district trends and enrollment projections. The District continues to experience declining enrollment. It is anticipated that enrollment will begin to level off in the 2024-25 fiscal year.
2. Local Control Funding Formula and Cost of Living Adjustment – Based on the May Revise, LCFF for 2023-24 is projected to increase with an applied Cost of Living Adjustment (COLA) of 8.22%. Worksheets showing the LCFF calculations are included in this report.
3. Lottery Revenues- Lottery funds are projected for 2023-24 at \$170/ADA for Unrestricted, and \$67/ADA for Prop. 20 Restricted Lottery.

EXPENDITURES

1. Certificated and Classified Salaries - Step and column increases averaging 1.3% for all employees have been added to the budget. Additionally, anticipated salary schedule increases to CSEA of 12% for the 2022-23 fiscal year, have been calculated and added to the budget.
2. Employer Contributions to Employee Pension Plans – Fiscal year 2023-24 contribution rates funded by the District for certificated employees' State Teachers Retirement System (STRS) benefits did not change, and will remain at 19.10% and classified employees' Public Employees Retirement System (PERS) benefits increase by 1.30% to 26.68%.
3. Retiree Benefits – Rate increase of 8% has been budgeted.
4. Transportation Cost – Transportation costs for the 2023-24 fiscal year have increased by 25%.

5. Insurance Premiums - The cost of property insurance has increased by 100% and liability insurance has increased by 30% in the 2023-24 fiscal year
6. Worker's Compensation Premiums – rates are steady at around 2.00%.
7. State Unemployment Insurance – School Employer rates decreased by .45% to 0.050%.
8. Budget Adjustments – The 2023-24 Adopted Budget is built on the assumption that expenditures, in any object, may not exceed their budgeted amounts without Board approval. Adjustments may be made throughout the year to insure budgetary compliance.

OTHER FUNDS

Child Development Fund (Form 12) - Used for State Preschool Programs.

Cafeteria Account (Form 13) – Used for Child Nutrition Services operations.

Deferred Maintenance Fund (Form 14) – Used for the Deferred Maintenance program.

Building Fund (Form 21) - The 2016 G.O. Bond (Measure D) project expenditures are included as reflected in the Board-Approved Master Construct and Implementation Plan.

Capital Facilities Funds/Consolidated (Form 25) - Revenues in this fund are dependent on residential and commercial development in the Community.

County School Facilities Fund (Form 35) - This fund is used to receive State Bond apportionments from the State School Facilities Fund for new school facility construction and modernization projects authorized by the State Allocation Board.

Bond Interest and Redemption Funds (Form 51) - Maintained by the Ventura County Office of Education for Bond debt service for the 1988, 1997, 2012 and 2016 general obligation bonds.

Retiree Benefits Fund (Form 71) – A Retiree Benefits Trust Fund to provide for the cost of retiree benefits across all programs and funds was established in 2004. This fund collects pay-as-you-go revenues from the general fund for the purpose of paying future retiree benefits. Payment for the contribution for retiree's benefits to the Gold Coast Health Benefits Trust and Self-Insured Schools of California (SISC) are made from this fund.

RESERVES

The reserve for economic uncertainty is projected to be at 10.0% at June 30, 2024, in accordance with revised board policy 3100 which establishes minimum levels for the reserve for economic uncertainty at a range of 6.0% to 10.0%. The state-required minimum reserve for economic uncertainty of 3.0% represents less than two weeks of payroll for Oxnard School District. Maintaining adequate financial reserves provides the

opportunity to stabilize the district's fiscal position. Adequate reserves also provide options to respond to unexpected circumstances and protect the district from changes in state funding either from economic volatility and/or continued declining enrollment, as well as from unanticipated increases in expenditures. Maintaining adequate reserves mitigates these risks and provides stability and continuity of operations for the Oxnard community.

MULTI-YEAR CONSIDERATIONS

Enrollment is projected to continue to decline in the next few years, and to level-out by 2024-25. Inflation related expenditure increases have been calculated at between 3.14% and 10%. Increases for step and column, PERS, and STRS have also been included. A listing of all the planning factors and budget assumptions is included in the following pages.

EDUCATION PROTECTION ACCOUNT

Funds received as a result of Proposition 30, extended by Proposition 55, was first passed by voters in November 2012. This measure temporarily increased the sales tax and personal income tax. School districts are required to publicly discuss and approve utilization of EPA funds. The EPA is based on a formula from the state, which is a percentage of the state's revenue. For fiscal year 2023-24, the EPA is projected at 45.22% of the state LCFF revenue. The EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs. Each year, local educational agencies must publish on their website an accounting of the amount of resources received from the EPA and how the funds were expended. In addition, the annual financial audit includes verification that EPA funds were used as specified by Proposition 30. Oxnard School District's EPA revenue for 2023-24 is projected at \$43.3 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, School Services Dartboard, and other industry sources of best information available at the time of this report based on the Governor's May Revision.

Respectfully submitted,



Valerie Mitchell
Assistant Superintendent, Business & Fiscal Services

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ANNUAL BUDGET REPORT:

July 1, 2023 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: Oxnard School District, 1051 South A Street, Oxnard CA 93030

Date: June 7, 2023

Adoption Date: June 21, 2023

Signed: _____

Clerk/Secretary of the Governing Board
(Original signature required)

Public Hearing:

Place: Oxnard School District, 1051
South A Street, Oxnard CA
93030

Date: June 7, 2023

Time: 7:00 PM

Contact person for additional information on the budget reports:

Name: Patricia Núñez

Title: Director of Fiscal Services

Telephone: 805-385-1501 x2455

E-mail: pnunez@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	
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multi-year) commitments or debt agreements? • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2022-23) annual payment?		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, employee health and welfare, or property and liability)?	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	
			n/a	
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
				06/21/2023
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

_____ Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ _____
Less: Amount of total liabilities reserved in budget:	\$ _____
Estimated accrued but unfunded liabilities:	\$ _____ 0.00

This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

_____ This school district is not self-insured for workers' compensation claims.

Signed

Clerk/Secretary of the Governing Board

(Original signature required)

Date of Meeting: June 21, 2023

For additional information on this certification, please contact:

Name: Norma Magaña
Title: Risk Manager
Telephone: 805-385-1501 x2443
E-mail: nmagana@oxnardsd.org

G = General
Ledger Data; S =
Supplemental
Data

Data Supplied For:			
Form	Description	2022-23 Estimated Actuals	2023-24 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund	G	G
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
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
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

Oxnard School District
2022-23 Second Interim Financial Report

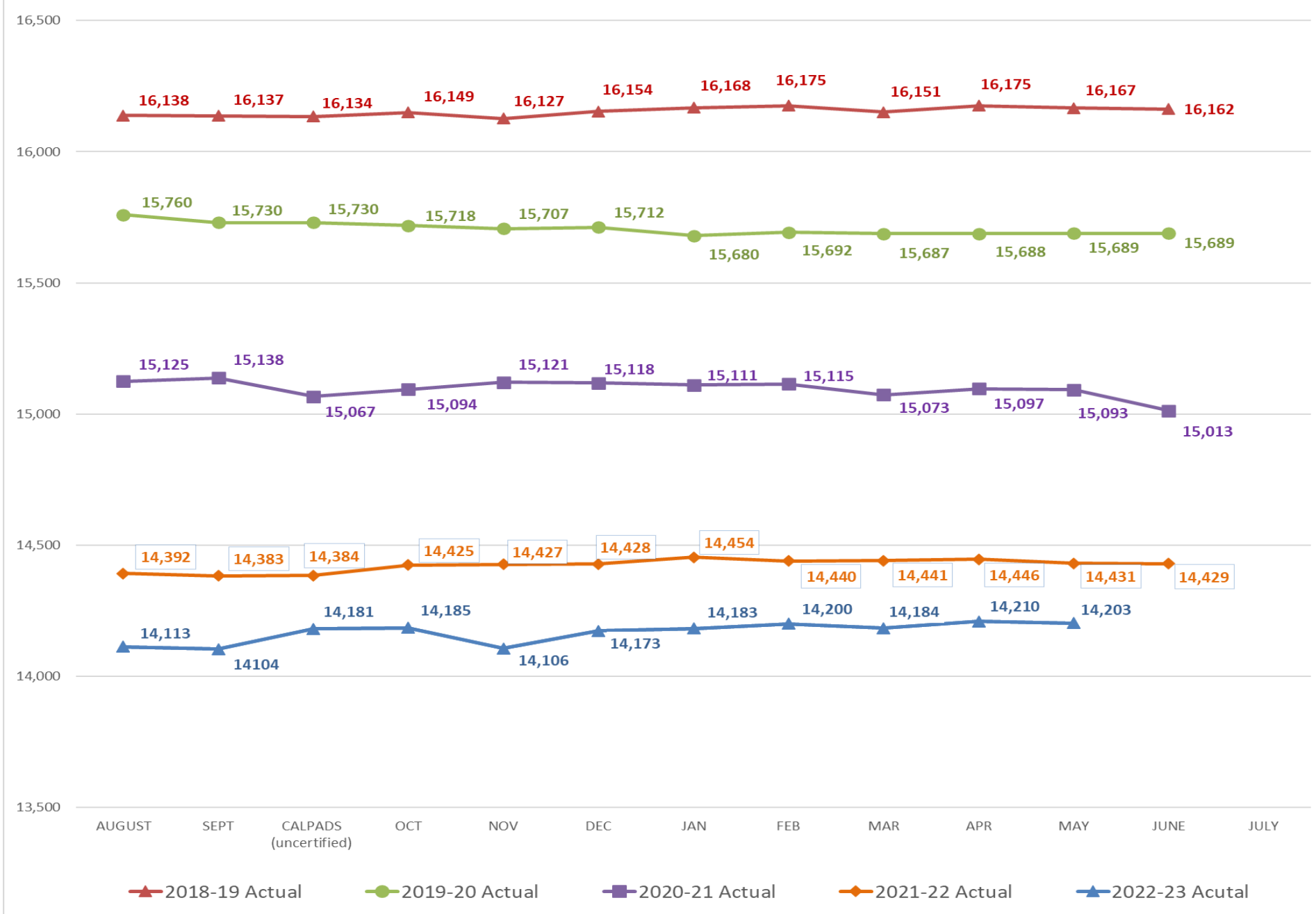
Table of Assumptions for Multiyear Projections

Planning Factor	2023-24	2024-25	2025-26
Estimated Funded ADA (Average Daily Attendance)	14,099.83	13,222.12	12,631.66
Funded UPP (Unduplicated Pupil Percentage)	90.20%	90.20%	90.20%
Step & Column	1.30%	1.30%	1.30%
Statutory COLA & Augmentation (Planning COLA)	8.22%	3.94%	3.29%
STRS Employer Statutory Rates	19.10%	19.10%	19.10%
PERS Employer Projected Rates	26.68%	27.70%	28.30%
Lottery - Unrestricted per ADA	\$170	\$170	\$170
Lottery - Prop 20 per ADA	\$67	\$67	\$67
Mandated Block Grant per ADA	\$37.81	\$39.30	\$40.59
CPI	3.54%	3.02%	2.64%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits - Hard Cap with no anticipated changes			

**Assumptions
Multi-Year Budget Projection**

	2022-2023	2023-24	2024-25	2025-26
Revenues:	Base Year-Prior Fiscal Year	Year 1- Budget Year	Year 2 - Projections	Year 3 - Projection
Revenue Sources				
COLAs Used	13.26%	8.22%	3.94%	3.29%
Unduplicated Count %	91.28%	90.67%	90.57%	90.63%
District Funded ADA	14,784.17	14,099.83	13,222.12	12,631.66
Property Taxes	Used CY County P-2 Estimate	Used CY County P-2 Estimate	Used CY County P-2 Estimate	Used CY County P-2 Estimate
Federal Revenue	Current year entitlement letters	Prior Year entitlement letters	Adjusted to decline in enrollment/ADA	Adjusted to decline in enrollment/ADA
Other State - Unrestricted	\$457k in MBG, \$2.32M in Lottery	\$459K in MBG, \$2.33M in Lottery	\$456K in MBG, \$2.26M in Lottery	\$455K in MBG, \$2.17M in Lottery
Other State - Restricted	\$915K in Lottery	\$915K in Lottery	\$885K in Lottery	\$853K in Lottery
Local	\$12.37M Special Ed, \$1.5M Interest	\$12.37M Special Ed, \$1M Interest	\$12.37M Special Ed, \$898K Interest	\$12.37M Special Ed, \$926K Interest
Expenditures				
Certificated Salaries				
Step and Column Costs	1.3% of total Certificated	1.3% of total Certificated	1.3% of total Certificated	1.3% of total Certificated
Staffing			Reduction of 12 FTE to commensurate with declining enrollment	Reduction of 12 FTE to commensurate with declining enrollment
Other Adjustments	None	None	None	None
Classified Salaries				
Step and Column Costs	1.3% of total Classified	1.3% of total Classified	1.3% of total Classified	1.3% of total Classified
Staffing		added 20 FTE custodians under ELOP funding	No changes from 2023-24	No changes from 2024-25
Other Adjustments	**budgeted 12% proposed salary increase	None	None	None
Employee Benefits				
Statutory Benefits (Fixed)	STRS 19.70%, PERS 25.37%, SUI 0.5%, OASDI 6.2%, W/C 1.78%	STRS 19.70%, PERS 26.68%, SUI 0.05%, OASDI 6.2%, W/C 1.78%	STRS 19.70%, PERS 27.70%, SUI 0.05%, OASDI 6.2%, W/C 1.78%	STRS 19.70%, PERS 28.30%, SUI 0.05%, OASDI 6.2%, W/C 1.78%
Health and Welfare	Hard cap, varies by CBA	Hard cap, varies by CBA	Hard cap, varies by CBA	Hard cap, varies by CBA
Books and Supplies				
		all 1x expenses in PY reduced, increased remaining by rising costs	increased by rising costs	increased by rising costs
Services, Other Oper Exp				
		Insurance - Property increase by 100% of PY, Liability Insurance increase of 30% from PY, Utilities 10% increase from PY, SpEd transportation 30% increase from PY, General Transportation contract 25% increase from PY, Escape (Financial System contract with VCOE) 10% increase from PY.	Insurance - Property increase by 50% of 2023-24, Liability Insurance increase of 30% from 2023--24. All others increased by rising costs	Insurance - Property increase by 50% of 2023-24, Liability Insurance increase of 30% from 2023--24. All others increased by rising costs
Capital Outlay				
	One-time purchase of Camino Del Sol Warehouse with ELOP funds for ELOP program	One-time purchase of 4 portables for the ELOP program using ELOP funds	No expenditures budgeted	No expenditures budgeted
Contributions				
	\$8.5M to RRM 39.7M to SpED	\$8.5M to RRM 43.3M to SpED	\$8.5M to RRM 43.8M to SpED	\$8.6M to RRM 44.4M to SpED

Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals



Oxnard (72538) - 2023 24 Adopted Budget						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
SUMMARY OF FUNDING						
General Assumptions						
COLA & Augmentation	0.00%	5.07%	13.26%	8.22%	3.94%	3.29%
Base Grant Proration Factor	-	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	-	0.00%	0.00%	0.00%	0.00%	0.00%
LCFF Entitlement						
Base Grant	\$119,273,156	\$125,111,062	\$137,642,589	\$142,060,851	\$138,474,467	\$136,622,290
Grade Span Adjustment	5,223,985	5,488,880	5,967,133	6,174,044	6,020,395	6,028,578
Supplemental Grant	21,859,208	23,651,650	26,197,286	26,880,916	26,173,799	25,856,896
Concentration Grant	20,411,306	30,178,382	33,800,702	34,369,001	33,407,934	33,037,228
Add-ons: Targeted Instructional Improvement Block Grant	500,077	500,077	500,077	500,077	500,077	500,077
Add-ons: Home-to-School Transportation	1,209,393	1,209,393	1,209,393	1,308,805	1,360,372	1,405,128
Add-ons: Small School District Bus Replacement Program	-	-	-	-	-	-
Add-ons: Transitional Kindergarten	-	-	1,346,217	1,217,691	1,265,668	1,307,309
Total LCFF Entitlement Before Adjustments, ERT & Additional State Aid	\$168,477,125	\$186,139,444	\$206,663,397	\$212,511,385	\$207,202,712	\$204,757,506
Miscellaneous Adjustments	-	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-
Total LCFF Entitlement	168,477,125	186,139,444	206,663,397	212,511,385	207,202,712	204,757,506
LCFF Entitlement Per ADA	\$ 11,049	\$ 12,228	\$ 13,979	\$ 15,072	\$ 15,671	\$ 16,210
Components of LCFF By Object Code						
State Aid (Object Code 8011)	\$ 90,990,804	\$ 96,428,523	\$ 134,781,253	\$ 139,281,294	\$ 135,068,980	\$ 133,182,433
EPA (for LCFF Calculation - Resource 1400 / Object Code 8012)	\$ 48,520,170	\$ 59,782,162	\$ 41,983,988	\$ 43,331,935	\$ 42,235,576	\$ 41,676,917
<i>Local Revenue Sources:</i>						
Property Taxes (Object 8021 to 8089)	\$ 28,966,151	\$ 29,928,759	\$ 29,898,156	\$ 29,898,156	\$ 29,898,156	\$ 29,898,156
In-Lieu of Property Taxes (Object Code 8096)	-	-	-	-	-	-
<i>Property Taxes net of In-Lieu</i>	<i>\$ 28,966,151</i>	<i>\$ 29,928,759</i>	<i>\$ 29,898,156</i>	<i>\$ 29,898,156</i>	<i>\$ 29,898,156</i>	<i>\$ 29,898,156</i>
TOTAL FUNDING	168,477,125	186,139,444	206,663,397	212,511,385	207,202,712	204,757,506
Basic Aid Status	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>
Excess Taxes	\$ (48,520,170)	\$ (59,782,162)	\$ (41,983,988)	\$ (43,331,935)	\$ (42,235,576)	\$ (41,676,917)
EPA in Excess to LCFF Funding	\$ 48,520,170	\$ 59,782,162	\$ 41,983,988	\$ 43,331,935	\$ 42,235,576	\$ 41,676,917
Total LCFF Entitlement	168,477,125	186,139,444	206,663,397	212,511,385	207,202,712	204,757,506

Oxnard (72538) - 2023 24 Adopted Budget						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
SUMMARY OF EPA						
% of Adjusted Revenue Limit - Annual	82.74488538%	75.37156903%	45.21920787%	45.21920787%	45.21920787%	45.21920787%
% of Adjusted Revenue Limit - P-2	70.06785065%	73.31789035%	45.21920787%	45.21920787%	45.21920787%	45.21920787%
EPA (for LCFF Calculation purposes)	\$ 48,520,170	\$ 59,782,162	\$ 41,983,988	\$ 43,331,935	\$ 42,235,576	\$ 41,676,917
EPA, Current Year (Object Code 8012) (P-2 plus Current Year Accrual)	\$ 48,520,475	\$ 59,782,162	\$ 41,983,988	\$ 43,331,935	\$ 42,235,576	\$ 41,676,917
EPA, Prior Year Adjustment (Object Code 8019) (P-A less Prior Year Accrual) Accrual (from Data Entry tab)	\$ 40,648.00	\$ (1,797,695.00)	\$ (1,544,439.00)	\$ -	\$ -	\$ -
LCAP PERCENTAGE TO INCREASE OR IMPROVE SERVICES						
Base Grant (Excludes add-ons for TIIG and Transportation)	\$ 124,497,141	\$ 130,599,942	\$ 143,609,722	\$ 148,234,895	\$ 144,494,862	\$ 142,650,868
Supplemental and Concentration Grant funding in the LCAP year	\$ 42,270,514	\$ 53,830,032	\$ 59,997,988	\$ 61,249,917	\$ 59,581,733	\$ 58,894,124
Percentage to Increase or Improve Services	33.95%	41.22%	41.78%	41.32%	41.23%	41.29%
SUMMARY OF STUDENT POPULATION						
Unduplicated Pupil Population						
Enrollment	15,131	14,380	13,883	13,423	12,963	12,503
COE Enrollment	52	42	39	39	39	39
Total Enrollment	15,183	14,422	13,922	13,462	13,002	12,542
Unduplicated Pupil Count	13,909	13,032	12,686	12,121	11,706	11,458
COE Unduplicated Pupil Count	31	22	22	22	22	22
Total Unduplicated Pupil Count	13,940	13,054	12,708	12,143	11,728	11,480
Rolling %, Supplemental Grant	87.7900%	90.5500%	91.2100%	90.6700%	90.5700%	90.6300%
Rolling %, Concentration Grant	87.7900%	90.5500%	91.2100%	90.6700%	90.5700%	90.6300%

Oxnard (72538) - 2023 24 Adopted Budget						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
SUMMARY OF LCFF ADA						
Third Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)						
Grades TK-3			6,512.97	6,512.97	5,738.43	5,676.50
Grades 4-6	Non Applicable Until 2022-23		5,166.20	5,166.20	4,835.86	4,390.55
Grades 7-8	Non Applicable Until 2022-23		3,504.47	3,504.47	3,317.48	3,063.57
Grades 9-12	Non Applicable Until 2022-23		-	-	-	-
LCFF Subtotal	-	-	15,183.64	15,183.64	13,891.77	13,130.62
NSS	-	-	-	-	-	-
Combined Subtotal	-	-	15,183.64	15,183.64	13,891.77	13,130.62
Second Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)						
Grades TK-3		6,512.97	6,512.97	5,738.43	5,676.50	5,413.29
Grades 4-6	Non Applicable Until 2022-23		5,166.20	5,166.20	4,835.86	4,172.83
Grades 7-8	Non Applicable Until 2022-23		3,504.47	3,504.47	3,317.48	2,964.39
Grades 9-12	Non Applicable Until 2022-23		-	-	-	-
LCFF Subtotal	-	15,183.64	15,183.64	13,891.77	13,130.62	12,550.51
NSS	-	-	-	-	-	-
Combined Subtotal	-	15,183.64	15,183.64	13,891.77	13,130.62	12,550.51
Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)						
Grades TK-3	6,512.97	6,512.97	5,738.43	5,676.50	5,413.29	5,227.94
Grades 4-6	5,166.20	5,166.20	4,835.86	4,390.55	4,172.83	4,029.73
Grades 7-8	3,504.47	3,504.47	3,317.48	3,063.57	2,964.39	2,862.74
Grades 9-12	-	-	-	-	-	-
LCFF Subtotal	15,183.64	15,183.64	13,891.77	13,130.62	12,550.51	12,120.41
NSS	-	-	-	-	-	-
Combined Subtotal	15,183.64	15,183.64	13,891.77	13,130.62	12,550.51	12,120.41
Prior 3-Year Average ADA (adjusted for +/- current year charter shift) - Effective beginning in 2022-23						
Grades TK-3			6,254.79	5,975.97	5,609.41	5,439.24
Grades 4-6	Non Applicable Until 2022-23		5,056.09	4,797.54	4,466.41	4,197.70
Grades 7-8	Non Applicable Until 2022-23		3,442.14	3,295.17	3,115.15	2,963.57
Grades 9-12	Non Applicable Until 2022-23		-	-	-	-
LCFF Subtotal			14,753.02	14,068.68	13,190.97	12,600.51
NSS			-	-	-	-
Combined Subtotal			14,753.02	14,068.68	13,190.97	12,600.51
Current Year Charter Shift ADA for the Hold Harmless and Prior 3-Year Average						
	-	-	-	-	-	-
Current Year ADA						
Grades TK-3	6,512.97	5,738.43	5,676.50	5,413.29	5,227.94	5,078.58
Grades 4-6	5,166.20	4,835.86	4,390.55	4,172.83	4,029.73	3,839.44
Grades 7-8	3,504.47	3,317.48	3,063.57	2,964.39	2,862.74	2,772.29
Grades 9-12	-	-	-	-	-	-
LCFF Subtotal	15,183.64	13,891.77	13,130.62	12,550.51	12,120.41	11,690.31
NSS	-	-	-	-	-	-
Combined Subtotal	15,183.64	13,891.77	13,130.62	12,550.51	12,120.41	11,690.31
Change in LCFF ADA (excludes NSS ADA)	-	(1,291.87)	(761.15)	(580.11)	(430.10)	(430.10)
	No Change	Decline	Decline	Decline	Decline	Decline

Oxnard (72538) - 2023 24 Adopted Budget						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Funded LCFF ADA (greater of current year, prior year or 3-prior year average)						
Grades TK-3	6,512.97	6,512.97	6,254.79	5,975.97	5,609.41	5,439.24
Grades 4-6	5,166.20	5,166.20	5,056.09	4,797.54	4,466.41	4,197.70
Grades 7-8	3,504.47	3,504.47	3,442.14	3,295.17	3,115.15	2,963.57
Grades 9-12	-	-	-	-	-	-
Subtotal	15,183.64	15,183.64	14,753.02	14,068.68	13,190.97	12,600.51
	<i>Current</i>	<i>Prior</i>	<i>3-PY Average</i>	<i>3-PY Average</i>	<i>3-PY Average</i>	<i>3-PY Average</i>
Funded NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-
NPS, CDS, & COE Operated						
Grades TK-3	8.86	5.89	6.63	6.63	6.63	6.63
Grades 4-6	20.55	12.46	7.43	7.43	7.43	7.43
Grades 7-8	34.91	20.15	17.09	17.09	17.09	17.09
Grades 9-12	-	-	-	-	-	-
Subtotal	64.32	38.50	31.15	31.15	31.15	31.15
ACTUAL ADA (Current Year Only)						
Grades TK-3	6,521.83	5,744.32	5,683.13	5,419.92	5,234.57	5,085.21
Grades 4-6	5,186.75	4,848.32	4,397.98	4,180.26	4,037.16	3,846.87
Grades 7-8	3,539.38	3,337.63	3,080.66	2,981.48	2,879.83	2,789.38
Grades 9-12	-	-	-	-	-	-
Total Actual ADA	15,247.96	13,930.27	13,161.77	12,581.66	12,151.56	11,721.46
TOTAL FUNDED ADA						
Grades TK-3	6,521.83	6,518.86	6,261.42	5,982.60	5,616.04	5,445.87
Grades 4-6	5,186.75	5,178.66	5,063.52	4,804.97	4,473.84	4,205.13
Grades 7-8	3,539.38	3,524.62	3,459.23	3,312.26	3,132.24	2,980.66
Grades 9-12	-	-	-	-	-	-
Total Funded ADA	15,247.96	15,222.14	14,784.17	14,099.83	13,222.12	12,631.66
<i>Funded Difference (Funded ADA less Actual ADA)</i>	<i>-</i>	<i>1,291.87</i>	<i>1,622.40</i>	<i>1,518.17</i>	<i>1,070.56</i>	<i>910.20</i>
FUNDED ADA for the Transitional Kindergarten Add-on						
Current Year TK ADA	-	-	478.57	400.00	400.00	400.00

Oxnard (72538) - 2023 24 Adopted Budget							
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	
PER-ADA FUNDING LEVELS							
Base, Supplemental and Concentration Rate per ADA							
Grades TK-3	\$ 11,390	\$ 12,618	\$ 14,347	\$ 15,476	\$ 16,075	\$ 16,610	
Grades 4-6	\$ 10,472	\$ 11,601	\$ 13,191	\$ 14,229	\$ 14,782	\$ 15,273	
Grades 7-8	\$ 10,783	\$ 11,944	\$ 13,582	\$ 14,651	\$ 15,218	\$ 15,724	
Grades 9-12	\$ 12,822	\$ 14,202	\$ 16,150	\$ 17,420	\$ 18,096	\$ 18,698	
Base Grants							
Grades TK-3	\$ 7,702	\$ 8,093	\$ 9,166	\$ 9,919	\$ 10,310	\$ 10,649	
Grades 4-6	\$ 7,818	\$ 8,215	\$ 9,304	\$ 10,069	\$ 10,466	\$ 10,810	
Grades 7-8	\$ 8,050	\$ 8,458	\$ 9,580	\$ 10,367	\$ 10,775	\$ 11,129	
Grades 9-12	\$ 9,329	\$ 9,802	\$ 11,102	\$ 12,015	\$ 12,488	\$ 12,899	
Grade Span Adjustment							
Grades TK-3	\$ 801	\$ 842	\$ 953	\$ 1,032	\$ 1,072	\$ 1,107	
Grades 9-12	\$ 243	\$ 255	\$ 289	\$ 312	\$ 325	\$ 335	
Prorated Base, Supplemental and Concentration Rate per ADA							
Grades TK-3	\$ 8,503	\$ 8,935	\$ 10,119	\$ 10,951	\$ 11,382	\$ 11,756	
Grades 4-6	\$ 7,818	\$ 8,215	\$ 9,304	\$ 10,069	\$ 10,466	\$ 10,810	
Grades 7-8	\$ 8,050	\$ 8,458	\$ 9,580	\$ 10,367	\$ 10,775	\$ 11,129	
Grades 9-12	\$ 9,572	\$ 10,057	\$ 11,391	\$ 12,327	\$ 12,813	\$ 13,234	
Prorated Base Grants							
Grades TK-3	\$ 7,702	\$ 8,093	\$ 9,166	\$ 9,919	\$ 10,310	\$ 10,649	
Grades 4-6	\$ 7,818	\$ 8,215	\$ 9,304	\$ 10,069	\$ 10,466	\$ 10,810	
Grades 7-8	\$ 8,050	\$ 8,458	\$ 9,580	\$ 10,367	\$ 10,775	\$ 11,129	
Grades 9-12	\$ 9,329	\$ 9,802	\$ 11,102	\$ 12,015	\$ 12,488	\$ 12,899	
Prorated Grade Span Adjustment							
Grades TK-3	\$ 801	\$ 842	\$ 953	\$ 1,032	\$ 1,072	\$ 1,107	
Grades 9-12	\$ 243	\$ 255	\$ 289	\$ 312	\$ 325	\$ 335	
Supplemental Grant							
	20%	20%	20%	20%	20%	20%	
Maximum - 1.00 ADA, 100% UPP							
Grades TK-3	\$ 1,701	\$ 1,787	\$ 2,024	\$ 2,190	\$ 2,276	\$ 2,351	
Grades 4-6	\$ 1,564	\$ 1,643	\$ 1,861	\$ 2,014	\$ 2,093	\$ 2,162	
Grades 7-8	\$ 1,610	\$ 1,692	\$ 1,916	\$ 2,073	\$ 2,155	\$ 2,226	
Grades 9-12	\$ 1,914	\$ 2,011	\$ 2,278	\$ 2,465	\$ 2,563	\$ 2,647	
Actual - 1.00 ADA, Local UPP as follows:							
	87.79%	90.55%	91.21%	90.67%	90.57%	90.63%	
Grades TK-3	\$ 1,493	\$ 1,618	\$ 1,846	\$ 1,986	\$ 2,062	\$ 2,131	
Grades 4-6	\$ 1,373	\$ 1,488	\$ 1,697	\$ 1,826	\$ 1,896	\$ 1,959	
Grades 7-8	\$ 1,413	\$ 1,532	\$ 1,748	\$ 1,880	\$ 1,952	\$ 2,017	
Grades 9-12	\$ 1,681	\$ 1,821	\$ 2,078	\$ 2,235	\$ 2,321	\$ 2,399	
Concentration Grant (>55% population)							
	50%	65%	65%	65%	65%	65%	
Maximum - 1.00 ADA, 100% UPP							
Grades TK-3	\$ 4,252	\$ 5,808	\$ 6,577	\$ 7,118	\$ 7,398	\$ 7,641	
Grades 4-6	\$ 3,909	\$ 5,340	\$ 6,048	\$ 6,545	\$ 6,803	\$ 7,027	
Grades 7-8	\$ 4,025	\$ 5,498	\$ 6,227	\$ 6,739	\$ 7,004	\$ 7,234	
Grades 9-12	\$ 4,786	\$ 6,537	\$ 7,404	\$ 8,013	\$ 8,328	\$ 8,602	
Actual - 1.00 ADA, Local UPP >55% as follows:							
	32.7900%	35.5500%	36.2100%	35.6700%	35.5700%	35.6300%	
Grades TK-3	\$ 1,394	\$ 2,065	\$ 2,382	\$ 2,539	\$ 2,632	\$ 2,723	
Grades 4-6	\$ 1,282	\$ 1,898	\$ 2,190	\$ 2,335	\$ 2,420	\$ 2,504	
Grades 7-8	\$ 1,320	\$ 1,954	\$ 2,255	\$ 2,404	\$ 2,491	\$ 2,577	
Grades 9-12	\$ 1,569	\$ 2,324	\$ 2,681	\$ 2,858	\$ 2,962	\$ 3,065	

Description	2022-23 Estimated Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	13,130.62	13,130.62	14,753.02	12,550.51	12,550.51	14,068.68
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	13,130.62	13,130.62	14,753.02	12,550.51	12,550.51	14,068.68
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI	31.15	31.15	31.15	31.15	31.15	31.15
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	31.15	31.15	31.15	31.15	31.15	31.15
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	13,161.77	13,161.77	14,784.17	12,581.66	12,581.66	14,099.83
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	198,163,397.00	0.00	198,163,397.00	208,511,385.00	0.00	208,511,385.00	5.2%
2) Federal Revenue		8100-8299	0.00	28,521,536.00	28,521,536.00	0.00	18,607,238.00	18,607,238.00	-34.8%
3) Other State Revenue		8300-8599	4,691,353.00	73,581,509.00	78,272,862.00	4,700,546.00	33,040,678.00	37,741,224.00	-51.8%
4) Other Local Revenue		8600-8799	2,931,877.00	13,099,232.00	16,031,109.00	2,335,294.00	12,871,189.00	15,206,483.00	-5.1%
5) TOTAL, REVENUES			205,786,627.00	115,202,277.00	320,988,904.00	215,547,225.00	64,519,105.00	280,066,330.00	-12.7%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	75,624,165.00	37,768,737.00	113,392,902.00	76,101,428.00	32,092,566.00	108,193,994.00	-4.6%
2) Classified Salaries		2000-2999	22,243,589.00	17,575,327.00	39,818,916.00	23,151,587.00	20,589,875.00	43,741,462.00	9.9%
3) Employee Benefits		3000-3999	37,333,442.00	21,030,848.00	58,364,290.00	40,206,842.00	20,852,887.00	61,059,729.00	4.6%
4) Books and Supplies		4000-4999	10,376,050.00	8,754,207.00	19,130,257.00	11,084,507.00	6,486,364.00	17,570,871.00	-8.2%
5) Services and Other Operating Expenditures		5000-5999	19,011,164.00	34,314,873.00	53,326,037.00	22,151,803.00	30,217,534.00	52,369,337.00	-1.8%
6) Capital Outlay		6000-6999	117,142.00	8,429,801.00	8,546,943.00	46,185.00	3,774,150.00	3,820,335.00	-55.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	520,000.00	1,792,630.00	2,312,630.00	500,000.00	1,887,300.00	2,387,300.00	3.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,130,963.00)	2,812,618.00	(318,345.00)	(932,316.00)	602,998.00	(329,318.00)	3.4%
9) TOTAL, EXPENDITURES			162,094,589.00	132,479,041.00	294,573,630.00	172,310,036.00	116,503,674.00	288,813,710.00	-2.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			43,692,038.00	(17,276,764.00)	26,415,274.00	43,237,189.00	(51,984,569.00)	(8,747,380.00)	-133.1%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(48,210,942.00)	48,210,942.00	0.00	(51,800,544.00)	51,800,544.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(48,210,942.00)	48,210,942.00	0.00	(51,800,544.00)	51,800,544.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)									
			(4,518,904.00)	30,934,178.00	26,415,274.00	(8,563,355.00)	(184,025.00)	(8,747,380.00)	-133.1%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	59,638,175.00	23,008,210.00	82,646,385.00	55,119,271.00	53,942,388.00	109,061,659.00	32.0%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 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)	
c) As of July 1 - Audited (F1a + F1b)			59,638,175.00	23,008,210.00	82,646,385.00	55,119,271.00	53,942,388.00	109,061,659.00	32.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			59,638,175.00	23,008,210.00	82,646,385.00	55,119,271.00	53,942,388.00	109,061,659.00	32.0%
2) Ending Balance, June 30 (E + F1e)			55,119,271.00	53,942,388.00	109,061,659.00	46,555,916.00	53,758,363.00	100,314,279.00	-8.0%
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	53,942,388.00	53,942,388.00	0.00	53,758,363.00	53,758,363.00	-0.3%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	25,541,908.00	0.00	25,541,908.00	17,554,545.00	0.00	17,554,545.00	-31.3%
Student Transportation Bus Replace	0000	9760	1,000,000.00		1,000,000.00			0.00	
Technology Device Refresh	0000	9760	3,000,000.00		3,000,000.00			0.00	
Instructional Materials Adoptions	0000	9760	2,000,000.00		2,000,000.00			0.00	
Building Maintenance One-time Funds	0000	9760	1,564,000.00		1,564,000.00			0.00	
Financial Stability Reserve	0000	9760	17,977,908.00		17,977,908.00			0.00	
Student Transportation Bus Replace	0000	9760			0.00	1,000,000.00		1,000,000.00	
Technology Device Refresh	0000	9760			0.00	3,000,000.00		3,000,000.00	
Instructional Materials Adoptions	0000	9760			0.00	2,000,000.00		2,000,000.00	
Building Maintenance One-time Funds	0000	9760			0.00	1,564,000.00		1,564,000.00	
Financial Stability Reserve	0000	9760			0.00	9,990,545.00		9,990,545.00	
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	29,457,363.00	0.00	29,457,363.00	28,881,371.00	0.00	28,881,371.00	-2.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	99,722,151.72	41,488,577.28	141,210,729.00				
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	20,000.00	0.00	20,000.00				

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 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)	
d) with Fiscal Agent/Trustee		9135	6,773.24	0.00	6,773.24				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	531,342.02	15,879,417.19	16,410,759.21				
4) Due from Grantor Government		9290	133.00	0.00	133.00				
5) Due from Other Funds		9310	.01	0.00	.01				
6) Stores		9320	(264,518.98)	0.00	(264,518.98)				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			100,015,881.01	57,367,994.47	157,383,875.48				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	8,831,535.84	3,991,941.30	12,823,477.14				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	2,694,855.35	0.00	2,694,855.35				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	39,548.13	22,259.12	61,807.25				
6) TOTAL, LIABILITIES			11,565,939.32	4,014,200.42	15,580,139.74				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			88,449,941.69	53,353,794.05	141,803,735.74				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	134,781,253.00	0.00	134,781,253.00	139,281,294.00	0.00	139,281,294.00	3.3%
Education Protection Account State Aid - Current Year		8012	41,983,988.00	0.00	41,983,988.00	43,331,935.00	0.00	43,331,935.00	3.2%
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	154,861.00	0.00	154,861.00	154,861.00	0.00	154,861.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 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)	
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	5,677.00	0.00	5,677.00	5,677.00	0.00	5,677.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	26,125,312.00	0.00	26,125,312.00	26,125,312.00	0.00	26,125,312.00	0.0%
Unsecured Roll Taxes		8042	506,069.00	0.00	506,069.00	506,069.00	0.00	506,069.00	0.0%
Prior Years' Taxes		8043	89,399.00	0.00	89,399.00	89,399.00	0.00	89,399.00	0.0%
Supplemental Taxes		8044	560,386.00	0.00	560,386.00	560,386.00	0.00	560,386.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	1,349,470.00	0.00	1,349,470.00	1,349,470.00	0.00	1,349,470.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,106,982.00	0.00	1,106,982.00	1,106,982.00	0.00	1,106,982.00	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%
Subtotal, LCFF Sources			206,663,397.00	0.00	206,663,397.00	212,511,385.00	0.00	212,511,385.00	2.8%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(8,500,000.00)		(8,500,000.00)	(4,000,000.00)		(4,000,000.00)	-52.9%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			198,163,397.00	0.00	198,163,397.00	208,511,385.00	0.00	208,511,385.00	5.2%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	3,089,890.00	3,089,890.00	0.00	3,063,104.00	3,063,104.00	-0.9%
Special Education Discretionary Grants		8182	0.00	1,053,416.00	1,053,416.00	0.00	277,998.00	277,998.00	-73.6%
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%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 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)	
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		5,674,981.00	5,674,981.00		4,541,712.00	4,541,712.00	-20.0%
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		920,339.00	920,339.00		400,000.00	400,000.00	-56.5%
Title III, Part A, Immigrant Student Program	4201	8290		16,630.00	16,630.00		0.00	0.00	-100.0%
Title III, Part A, English Learner Program	4203	8290		1,865,759.00	1,865,759.00		1,354,410.00	1,354,410.00	-27.4%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		922,517.00	922,517.00		481,634.00	481,634.00	-47.8%
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	14,978,004.00	14,978,004.00	0.00	8,488,380.00	8,488,380.00	-43.3%
TOTAL, FEDERAL REVENUE			0.00	28,521,536.00	28,521,536.00	0.00	18,607,238.00	18,607,238.00	-34.8%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	413,783.00	413,783.00	0.00	429,712.00	429,712.00	3.8%
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	457,324.00	0.00	457,324.00	458,784.00	0.00	458,784.00	0.3%
Lottery - Unrestricted and Instructional Materials		8560	2,324,029.00	915,941.00	3,239,970.00	2,331,762.00	915,941.00	3,247,703.00	0.2%
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		4,822,718.00	4,822,718.00		3,681,717.00	3,681,717.00	-23.7%
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%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 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)	
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%
All Other State Revenue	All Other	8590	1,910,000.00	67,429,067.00	69,339,067.00	1,910,000.00	28,013,308.00	29,923,308.00	-56.8%
TOTAL, OTHER STATE REVENUE			4,691,353.00	73,581,509.00	78,272,862.00	4,700,546.00	33,040,678.00	37,741,224.00	-51.8%
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	5,000.00	0.00	5,000.00	5,000.00	0.00	5,000.00	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	220,000.00	0.00	220,000.00	220,000.00	0.00	220,000.00	0.0%
Interest		8660	1,500,000.00	0.00	1,500,000.00	1,000,000.00	0.00	1,000,000.00	-33.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	86,249.00	86,249.00	0.00	0.00	0.00	-100.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 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)	
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,206,877.00	613,022.00	1,819,899.00	1,110,294.00	500,000.00	1,610,294.00	-11.5%
Tuition		8710	0.00	28,772.00	28,772.00	0.00	0.00	0.00	-100.0%
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		12,371,189.00	12,371,189.00		12,371,189.00	12,371,189.00	0.0%
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%
TOTAL, OTHER LOCAL REVENUE			2,931,877.00	13,099,232.00	16,031,109.00	2,335,294.00	12,871,189.00	15,206,483.00	-5.1%
TOTAL, REVENUES			205,786,627.00	115,202,277.00	320,988,904.00	215,547,225.00	64,519,105.00	280,066,330.00	-12.7%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	63,900,820.00	22,767,543.00	86,668,363.00	63,472,452.00	18,013,213.00	81,485,665.00	-6.0%
Certificated Pupil Support Salaries		1200	5,236,824.00	9,862,507.00	15,099,331.00	5,437,601.00	10,205,827.00	15,643,428.00	3.6%
Certificated Supervisors' and Administrators' Salaries		1300	6,456,814.00	2,960,446.00	9,417,260.00	7,091,386.00	2,176,315.00	9,267,701.00	-1.6%
Other Certificated Salaries		1900	29,707.00	2,178,241.00	2,207,948.00	99,989.00	1,697,211.00	1,797,200.00	-18.6%
TOTAL, CERTIFICATED SALARIES			75,624,165.00	37,768,737.00	113,392,902.00	76,101,428.00	32,092,566.00	108,193,994.00	-4.6%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	2,012,618.00	7,471,793.00	9,484,411.00	2,216,982.00	9,197,659.00	11,414,641.00	20.4%
Classified Support Salaries		2200	4,505,970.00	6,204,682.00	10,710,652.00	4,648,273.00	6,813,894.00	11,462,167.00	7.0%
Classified Supervisors' and Administrators' Salaries		2300	1,870,286.00	1,036,980.00	2,907,266.00	1,770,253.00	843,050.00	2,613,303.00	-10.1%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 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)	
Clerical, Technical and Office Salaries		2400	9,123,615.00	2,264,637.00	11,388,252.00	9,489,608.00	3,133,840.00	12,623,448.00	10.8%
Other Classified Salaries		2900	4,731,100.00	597,235.00	5,328,335.00	5,026,471.00	601,432.00	5,627,903.00	5.6%
TOTAL, CLASSIFIED SALARIES			22,243,589.00	17,575,327.00	39,818,916.00	23,151,587.00	20,589,875.00	43,741,462.00	9.9%
EMPLOYEE BENEFITS									
STRS		3101-3102	12,741,347.00	7,025,754.00	19,767,101.00	14,605,066.00	5,862,098.00	20,467,164.00	3.5%
PERS		3201-3202	6,200,654.00	4,872,376.00	11,073,030.00	6,796,106.00	5,889,554.00	12,685,660.00	14.6%
OASDI/Medicare/Alternative		3301-3302	2,809,182.00	1,939,787.00	4,748,969.00	2,935,966.00	2,101,209.00	5,037,175.00	6.1%
Health and Welfare Benefits		3401-3402	10,560,403.00	4,976,152.00	15,536,555.00	11,166,342.00	4,842,251.00	16,008,593.00	3.0%
Unemployment Insurance		3501-3502	458,272.00	269,733.00	728,005.00	60,595.00	108,635.00	169,230.00	-76.8%
Workers' Compensation		3601-3602	1,699,027.00	987,149.00	2,686,176.00	1,840,131.00	962,332.00	2,802,463.00	4.3%
OPEB, Allocated		3701-3702	2,862,354.00	959,885.00	3,822,239.00	2,802,636.00	1,086,796.00	3,889,432.00	1.8%
OPEB, Active Employees		3751-3752	0.00	12.00	12.00	0.00	12.00	12.00	0.0%
Other Employee Benefits		3901-3902	2,203.00	0.00	2,203.00	0.00	0.00	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			37,333,442.00	21,030,848.00	58,364,290.00	40,206,842.00	20,852,887.00	61,059,729.00	4.6%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	1,000,000.00	592,955.00	1,592,955.00	1,581,516.00	592,954.00	2,174,470.00	36.5%
Books and Other Reference Materials		4200	712,260.00	314,322.00	1,026,582.00	686,424.00	247,614.00	934,038.00	-9.0%
Materials and Supplies		4300	5,636,656.00	6,848,504.00	12,485,160.00	5,817,190.00	4,305,248.00	10,122,438.00	-18.9%
Noncapitalized Equipment		4400	3,027,134.00	988,784.00	4,015,918.00	2,999,377.00	1,340,548.00	4,339,925.00	8.1%
Food		4700	0.00	9,642.00	9,642.00	0.00	0.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			10,376,050.00	8,754,207.00	19,130,257.00	11,084,507.00	6,486,364.00	17,570,871.00	-8.2%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	4,339,700.00	19,403,195.00	23,742,895.00	5,283,496.00	19,487,630.00	24,771,126.00	4.3%
Travel and Conferences		5200	776,336.00	933,200.00	1,709,536.00	684,304.00	709,812.00	1,394,116.00	-18.5%
Dues and Memberships		5300	129,963.00	7,215.00	137,178.00	133,892.00	5,985.00	139,877.00	2.0%
Insurance		5400 - 5450	2,288,368.00	0.00	2,288,368.00	3,516,775.00	0.00	3,516,775.00	53.7%
Operations and Housekeeping Services		5500	2,867,178.00	822,000.00	3,689,178.00	2,785,000.00	1,388,000.00	4,173,000.00	13.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	779,082.00	417,608.00	1,196,690.00	816,817.00	336,457.00	1,153,274.00	-3.6%
Transfers of Direct Costs		5710	(430,089.00)	430,089.00	0.00	(185,636.00)	185,636.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	4,046.00	50,400.00	54,446.00	794.00	28,781.00	29,575.00	-45.7%
Professional/Consulting Services and Operating Expenditures		5800	7,679,664.00	11,255,631.00	18,935,295.00	8,432,152.00	7,054,733.00	15,486,885.00	-18.2%
Communications		5900	576,916.00	995,535.00	1,572,451.00	684,209.00	1,020,500.00	1,704,709.00	8.4%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 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)	
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			19,011,164.00	34,314,873.00	53,326,037.00	22,151,803.00	30,217,534.00	52,369,337.00	-1.8%
CAPITAL OUTLAY									
Land		6100	0.00	4,209,815.00	4,209,815.00	0.00	2,500.00	2,500.00	-99.9%
Land Improvements		6170	0.00	55,000.00	55,000.00	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	93,434.00	3,001,650.00	3,095,084.00	15,000.00	3,001,650.00	3,016,650.00	-2.5%
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	23,708.00	1,163,336.00	1,187,044.00	31,185.00	770,000.00	801,185.00	-32.5%
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%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			117,142.00	8,429,801.00	8,546,943.00	46,185.00	3,774,150.00	3,820,335.00	-55.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	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	20,000.00	0.00	20,000.00	0.00	0.00	0.00	-100.0%
Payments to County Offices		7142	500,000.00	1,792,630.00	2,292,630.00	500,000.00	1,887,300.00	2,387,300.00	4.1%
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%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			520,000.00	1,792,630.00	2,312,630.00	500,000.00	1,887,300.00	2,387,300.00	3.2%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(2,812,618.00)	2,812,618.00	0.00	(602,998.00)	602,998.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(318,345.00)	0.00	(318,345.00)	(329,318.00)	0.00	(329,318.00)	3.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(3,130,963.00)	2,812,618.00	(318,345.00)	(932,316.00)	602,998.00	(329,318.00)	3.4%
TOTAL, EXPENDITURES			162,094,589.00	132,479,041.00	294,573,630.00	172,310,036.00	116,503,674.00	288,813,710.00	-2.0%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
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									

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 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)	
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%
Proceeds from SBITAs		8974	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%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(48,210,942.00)	48,210,942.00	0.00	(51,800,544.00)	51,800,544.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(48,210,942.00)	48,210,942.00	0.00	(51,800,544.00)	51,800,544.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			(48,210,942.00)	48,210,942.00	0.00	(51,800,544.00)	51,800,544.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Function

Description	Function Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	198,163,397.00	0.00	198,163,397.00	208,511,385.00	0.00	208,511,385.00	5.2%
2) Federal Revenue		8100-8299	0.00	28,521,536.00	28,521,536.00	0.00	18,607,238.00	18,607,238.00	-34.8%
3) Other State Revenue		8300-8599	4,691,353.00	73,581,509.00	78,272,862.00	4,700,546.00	33,040,678.00	37,741,224.00	-51.8%
4) Other Local Revenue		8600-8799	2,931,877.00	13,099,232.00	16,031,109.00	2,335,294.00	12,871,189.00	15,206,483.00	-5.1%
5) TOTAL, REVENUES			205,786,627.00	115,202,277.00	320,988,904.00	215,547,225.00	64,519,105.00	280,066,330.00	-12.7%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		102,526,245.00	68,440,416.00	170,966,661.00	105,388,700.00	61,617,875.00	167,006,575.00	-2.3%
2) Instruction - Related Services	2000-2999		16,681,782.00	15,970,682.00	32,652,464.00	17,551,528.00	13,148,662.00	30,700,190.00	-6.0%
3) Pupil Services	3000-3999		17,169,244.00	22,671,727.00	39,840,971.00	19,585,577.00	21,549,402.00	41,134,979.00	3.2%
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	51,375.00	51,375.00	0.00	53,484.00	53,484.00	4.1%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		15,687,188.00	4,931,775.00	20,618,963.00	19,511,657.00	1,970,718.00	21,482,375.00	4.2%
8) Plant Services	8000-8999		9,510,130.00	18,620,436.00	28,130,566.00	9,772,574.00	16,276,233.00	26,048,807.00	-7.4%
9) Other Outgo	9000-9999	Except 7600-7699	520,000.00	1,792,630.00	2,312,630.00	500,000.00	1,887,300.00	2,387,300.00	3.2%
10) TOTAL, EXPENDITURES			162,094,589.00	132,479,041.00	294,573,630.00	172,310,036.00	116,503,674.00	288,813,710.00	-2.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)									
			43,692,038.00	(17,276,764.00)	26,415,274.00	43,237,189.00	(51,984,569.00)	(8,747,380.00)	-133.1%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(48,210,942.00)	48,210,942.00	0.00	(51,800,544.00)	51,800,544.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(48,210,942.00)	48,210,942.00	0.00	(51,800,544.00)	51,800,544.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)									
			(4,518,904.00)	30,934,178.00	26,415,274.00	(8,563,355.00)	(184,025.00)	(8,747,380.00)	-133.1%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	59,638,175.00	23,008,210.00	82,646,385.00	55,119,271.00	53,942,388.00	109,061,659.00	32.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Function

Description	Function Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			59,638,175.00	23,008,210.00	82,646,385.00	55,119,271.00	53,942,388.00	109,061,659.00	32.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			59,638,175.00	23,008,210.00	82,646,385.00	55,119,271.00	53,942,388.00	109,061,659.00	32.0%
2) Ending Balance, June 30 (E + F1e)			55,119,271.00	53,942,388.00	109,061,659.00	46,555,916.00	53,758,363.00	100,314,279.00	-8.0%
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	53,942,388.00	53,942,388.00	0.00	53,758,363.00	53,758,363.00	-0.3%
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	25,541,908.00	0.00	25,541,908.00	17,554,545.00	0.00	17,554,545.00	-31.3%
Student Transportation Bus Replace	0000	9760	1,000,000.00		1,000,000.00			0.00	
Technology Device Refresh	0000	9760	3,000,000.00		3,000,000.00			0.00	
Instructional Materials Adoptions	0000	9760	2,000,000.00		2,000,000.00			0.00	
Building Maintenance One-time Funds	0000	9760	1,564,000.00		1,564,000.00			0.00	
Financial Stability Reserve	0000	9760	17,977,908.00		17,977,908.00			0.00	
Student Transportation Bus Replace	0000	9760			0.00	1,000,000.00		1,000,000.00	
Technology Device Refresh	0000	9760			0.00	3,000,000.00		3,000,000.00	
Instructional Materials Adoptions	0000	9760			0.00	2,000,000.00		2,000,000.00	
Building Maintenance One-time Funds	0000	9760			0.00	1,564,000.00		1,564,000.00	
Financial Stability Reserve	0000	9760			0.00	9,990,545.00		9,990,545.00	
d) Assigned									
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	29,457,363.00	0.00	29,457,363.00	28,881,371.00	0.00	28,881,371.00	-2.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
2600	Expanded Learning Opportunities Program	10,598,172.00	10,399,042.00
6211	Literacy Coaches and Reading Specialists Grant Program	4,134,544.00	4,134,544.00
6266	Educator Effectiveness, FY 2021-22	1,698,159.00	1,465,354.00
6300	Lottery: Instructional Materials	189,994.00	445,488.00
6546	Mental Health-Related Services	0.00	960,261.00
6547	Special Education Early Intervention Preschool Grant	1,277,945.00	2,337,914.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	3,535,060.00	3,433,534.00
7085	Learning Communities for School Success Program	276,786.00	597,561.00
7388	SB 117 COVID-19 LEA Response Funds	256,354.00	256,354.00
7425	Expanded Learning Opportunities (ELO) Grant	364,566.00	283,806.00
7435	Learning Recovery Emergency Block Grant	24,077,206.00	19,458,508.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	4,907,831.00	6,919,384.00
9010	Other Restricted Local	2,625,771.00	3,066,613.00
Total, Restricted Balance		53,942,388.00	53,758,363.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	220,754.00	220,754.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			220,754.00	220,754.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			220,754.00	220,754.00	0.0%
2) Ending Balance, June 30 (E + F1e)			220,754.00	220,754.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	220,754.00	220,754.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	220,753.96		
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) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			220,753.96		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G10 + H2) - (I6 + J2)			220,753.96		
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	220,754.00	220,754.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			220,754.00	220,754.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			220,754.00	220,754.00	0.0%
2) Ending Balance, June 30 (E + F1e)			220,754.00	220,754.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	220,754.00	220,754.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
8210	Student Activity Funds	220,754.00	220,754.00
Total, Restricted Balance		<u>220,754.00</u>	<u>220,754.00</u>

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	951,000.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	8,537.00	0.00	-100.0%
5) TOTAL, REVENUES			959,537.00	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	9.00	0.00	-100.0%
2) Classified Salaries		2000-2999	108,142.00	0.00	-100.0%
3) Employee Benefits		3000-3999	38,454.00	0.00	-100.0%
4) Books and Supplies		4000-4999	10,000.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	888,090.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	8,660.00	0.00	-100.0%
9) TOTAL, EXPENDITURES			1,053,355.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(93,818.00)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(93,818.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	630,868.00	537,050.00	-14.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			630,868.00	537,050.00	-14.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			630,868.00	537,050.00	-14.9%
2) Ending Balance, June 30 (E + F1e)					
			537,050.00	537,050.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	537,050.00	537,050.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties					
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,539,616.45		
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		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
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) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1,539,616.45		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	1,671.44		
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			1,671.44		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			1,537,945.01		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	951,000.00	0.00	-100.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			951,000.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	8,537.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,537.00	0.00	-100.0%
TOTAL, REVENUES			959,537.00	0.00	-100.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	9.00	0.00	-100.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			9.00	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	102,528.00	0.00	-100.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	3,304.00	0.00	-100.0%
Clerical, Technical and Office Salaries		2400	1,681.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Classified Salaries		2900	629.00	0.00	-100.0%
TOTAL, CLASSIFIED SALARIES			108,142.00	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	2.00	0.00	-100.0%
PERS		3201-3202	27,152.00	0.00	-100.0%
OASDI/Medicare/Alternative		3301-3302	8,262.00	0.00	-100.0%
Health and Welfare Benefits		3401-3402	412.00	0.00	-100.0%
Unemployment Insurance		3501-3502	540.00	0.00	-100.0%
Workers' Compensation		3601-3602	1,962.00	0.00	-100.0%
OPEB, Allocated		3701-3702	124.00	0.00	-100.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			38,454.00	0.00	-100.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	10,000.00	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			10,000.00	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	13.00	0.00	-100.0%
Dues and Memberships		5300	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	888,077.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			888,090.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
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%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	8,660.00	0.00	-100.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			8,660.00	0.00	-100.0%
TOTAL, EXPENDITURES			1,053,355.00	0.00	-100.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	951,000.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	8,537.00	0.00	-100.0%
5) TOTAL, REVENUES			959,537.00	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,037,581.00	0.00	-100.0%
2) Instruction - Related Services	2000-2999		7,114.00	0.00	-100.0%
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		8,660.00	0.00	-100.0%
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			1,053,355.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(93,818.00)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(93,818.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	630,868.00	537,050.00	-14.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			630,868.00	537,050.00	-14.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			630,868.00	537,050.00	-14.9%
2) Ending Balance, June 30 (E + F1e)			537,050.00	537,050.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	537,050.00	537,050.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
6130	Child Development: Center-Based Reserve Account	310,706.00	310,706.00
9010	Other Restricted Local	226,344.00	226,344.00
Total, Restricted Balance		537,050.00	537,050.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,169,038.00	9,687,175.00	5.7%
3) Other State Revenue		8300-8599	2,261,529.00	2,529,052.00	11.8%
4) Other Local Revenue		8600-8799	159,828.00	16,000.00	-90.0%
5) TOTAL, REVENUES			11,590,395.00	12,232,227.00	5.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,878,057.00	4,176,681.00	7.7%
3) Employee Benefits		3000-3999	1,549,565.00	1,819,281.00	17.4%
4) Books and Supplies		4000-4999	6,005,141.00	5,979,934.00	-0.4%
5) Services and Other Operating Expenditures		5000-5999	125,021.00	149,862.00	19.9%
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	309,685.00	329,318.00	6.3%
9) TOTAL, EXPENDITURES			11,867,469.00	12,455,076.00	5.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(277,074.00)	(222,849.00)	-19.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(277,074.00)	(222,849.00)	-19.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,126,449.00	5,849,375.00	-4.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,126,449.00	5,849,375.00	-4.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,126,449.00	5,849,375.00	-4.5%
2) Ending Balance, June 30 (E + F1e)			5,849,375.00	5,626,526.00	-3.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	50,356.27	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,799,018.73	5,626,526.00	-3.0%
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					
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury					
1) Fair Value Adjustment to Cash in County Treasury		9110	6,573,906.95		
		9111	0.00		
b) in Banks					
		9120	0.00		
c) in Revolving Cash Account					
		9130	206.00		
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		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
5) Due from Other Funds		9310	0.00		
6) Stores		9320	35,908.88		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			6,610,021.83		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	116,700.86		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	.02		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			116,700.88		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			6,493,320.95		
FEDERAL REVENUE					
Child Nutrition Programs		8220	8,300,079.00	9,687,175.00	16.7%
Donated Food Commodities		8221	868,959.00	0.00	-100.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			9,169,038.00	9,687,175.00	5.7%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	2,261,529.00	2,529,052.00	11.8%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,261,529.00	2,529,052.00	11.8%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	75,828.00	0.00	-100.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	80,000.00	16,000.00	-80.0%
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	4,000.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			159,828.00	16,000.00	-90.0%
TOTAL, REVENUES			11,590,395.00	12,232,227.00	5.5%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	3,457,557.00	3,769,451.00	9.0%
Classified Supervisors' and Administrators' Salaries		2300	245,893.00	251,737.00	2.4%
Clerical, Technical and Office Salaries		2400	174,607.00	155,493.00	-10.9%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,878,057.00	4,176,681.00	7.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	973,416.00	1,101,926.00	13.2%
OASDI/Medicare/Alternative		3301-3302	289,785.00	312,015.00	7.7%
Health and Welfare Benefits		3401-3402	137,884.00	269,649.00	95.6%
Unemployment Insurance		3501-3502	18,940.00	3,187.00	-83.2%
Workers' Compensation		3601-3602	69,310.00	74,343.00	7.3%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
OPEB, Allocated		3701-3702	60,230.00	58,161.00	-3.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,549,565.00	1,819,281.00	17.4%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	396,393.00	396,553.00	0.0%
Noncapitalized Equipment		4400	2,500.00	5,000.00	100.0%
Food		4700	5,606,248.00	5,578,381.00	-0.5%
TOTAL, BOOKS AND SUPPLIES			6,005,141.00	5,979,934.00	-0.4%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	6,394.00	6,394.00	0.0%
Dues and Memberships		5300	4,150.00	4,150.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	39,362.00	39,362.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	30,880.00	30,880.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(54,446.00)	(29,575.00)	-45.7%
Professional/Consulting Services and Operating Expenditures		5800	97,238.00	97,208.00	0.0%
Communications		5900	1,443.00	1,443.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			125,021.00	149,862.00	19.9%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	309,685.00	329,318.00	6.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			309,685.00	329,318.00	6.3%
TOTAL, EXPENDITURES			11,867,469.00	12,455,076.00	5.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
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%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,169,038.00	9,687,175.00	5.7%
3) Other State Revenue		8300-8599	2,261,529.00	2,529,052.00	11.8%
4) Other Local Revenue		8600-8799	159,828.00	16,000.00	-90.0%
5) TOTAL, REVENUES			11,590,395.00	12,232,227.00	5.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		11,518,422.00	12,086,396.00	4.9%
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		309,685.00	329,318.00	6.3%
8) Plant Services	8000-8999		39,362.00	39,362.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			11,867,469.00	12,455,076.00	5.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(277,074.00)	(222,849.00)	-19.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(277,074.00)	(222,849.00)	-19.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,126,449.00	5,849,375.00	-4.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,126,449.00	5,849,375.00	-4.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,126,449.00	5,849,375.00	-4.5%
2) Ending Balance, June 30 (E + F1e)			5,849,375.00	5,626,526.00	-3.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	50,356.27	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,799,018.73	5,626,526.00	-3.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	616,732.00	522,405.00
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	133,554.00	191,618.00
5330	Child Nutrition: Summer Food Service Program Operations	4,707,233.73	4,571,004.00
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	341,499.00	341,499.00
Total, Restricted Balance		5,799,018.73	5,626,526.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	8,500,000.00	4,000,000.00	-52.9%
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	5,000.00	5,000.00	0.0%
5) TOTAL, REVENUES			8,505,000.00	4,005,000.00	-52.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	2,625.00	1,050,825.00	39,931.4%
5) Services and Other Operating Expenditures		5000-5999	211,375.00	197,375.00	-6.6%
6) Capital Outlay		6000-6999	5,649,468.00	6,756,800.00	19.6%
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			5,863,468.00	8,005,000.00	36.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,641,532.00	(4,000,000.00)	-251.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,641,532.00	(4,000,000.00)	-251.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,507,375.00	4,148,907.00	175.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,507,375.00	4,148,907.00	175.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,507,375.00	4,148,907.00	175.2%
2) Ending Balance, June 30 (E + F1e)			4,148,907.00	148,907.00	-96.4%
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		9740	4,148,907.00	148,907.00	-96.4%
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%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	6,784,714.18		
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		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
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) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			6,784,714.18		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	251.20		
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			251.20		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			6,784,462.98		
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	8,500,000.00	4,000,000.00	-52.9%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			8,500,000.00	4,000,000.00	-52.9%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	5,000.00	5,000.00	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%
TOTAL, OTHER LOCAL REVENUE			5,000.00	5,000.00	0.0%
TOTAL, REVENUES			8,505,000.00	4,005,000.00	-52.9%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	1,048,200.00	New
Noncapitalized Equipment		4400	2,625.00	2,625.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,625.00	1,050,825.00	39,931.4%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	211,375.00	197,375.00	-6.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			211,375.00	197,375.00	-6.6%
CAPITAL OUTLAY					
Land Improvements		6170	1,797,033.00	2,128,000.00	18.4%
Buildings and Improvements of Buildings		6200	3,852,435.00	4,628,800.00	20.2%
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%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			5,649,468.00	6,756,800.00	19.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			5,863,468.00	8,005,000.00	36.5%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	8,500,000.00	4,000,000.00	-52.9%
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	5,000.00	5,000.00	0.0%
5) TOTAL, REVENUES			8,505,000.00	4,005,000.00	-52.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		5,863,468.00	8,005,000.00	36.5%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			5,863,468.00	8,005,000.00	36.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			2,641,532.00	(4,000,000.00)	-251.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,641,532.00	(4,000,000.00)	-251.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,507,375.00	4,148,907.00	175.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,507,375.00	4,148,907.00	175.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,507,375.00	4,148,907.00	175.2%
2) Ending Balance, June 30 (E + F1e)			4,148,907.00	148,907.00	-96.4%
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		9740	4,148,907.00	148,907.00	-96.4%
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%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	4,148,907.00	148,907.00
Total, Restricted Balance		4,148,907.00	148,907.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	15,334,168.00	22,770,705.00	48.5%
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			15,334,168.00	22,770,705.00	48.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(15,334,168.00)	(22,770,705.00)	48.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	12,000,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	81,846,845.00	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			93,846,845.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			78,512,677.00	(22,770,705.00)	-129.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	17,410,603.00	95,923,280.00	450.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,410,603.00	95,923,280.00	450.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,410,603.00	95,923,280.00	450.9%
2) Ending Balance, June 30 (E + F1e)			95,923,280.00	73,152,575.00	-23.7%
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	95,923,280.00	73,152,575.00	-23.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	79,506,476.79		
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		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
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) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			79,506,476.79		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			79,506,476.79		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions			8575	0.00	0.00
Other Subventions/In-Lieu Taxes			8576	0.00	0.00
All Other State Revenue			8590	0.00	0.00
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll			8615	0.00	0.00
Unsecured Roll			8616	0.00	0.00
Prior Years' Taxes			8617	0.00	0.00
Supplemental Taxes			8618	0.00	0.00
Non-Ad Valorem Taxes					
Parcel Taxes			8621	0.00	0.00
Other			8622	0.00	0.00
Community Redevelopment Funds Not Subject to LCFF Deduction			8625	0.00	0.00
Penalties and Interest from Delinquent Non-LCFF Taxes			8629	0.00	0.00
Sales					
Sale of Equipment/Supplies			8631	0.00	0.00
Leases and Rentals			8650	0.00	0.00
Interest			8660	0.00	0.00
Net Increase (Decrease) in the Fair Value of Investments			8662	0.00	0.00
Other Local Revenue					
All Other Local Revenue			8699	0.00	0.00
All Other Transfers In from All Others			8799	0.00	0.00
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	81,000.00	New
Land Improvements		6170	5,799.00	154,783.00	2,569.1%
Buildings and Improvements of Buildings		6200	15,231,301.00	20,837,854.00	36.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	97,068.00	1,697,068.00	1,648.3%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			15,334,168.00	22,770,705.00	48.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			15,334,168.00	22,770,705.00	48.5%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	12,000,000.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			12,000,000.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	81,846,845.00	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%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			81,846,845.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			93,846,845.00	0.00	-100.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		15,334,168.00	22,770,705.00	48.5%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			15,334,168.00	22,770,705.00	48.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(15,334,168.00)	(22,770,705.00)	48.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	12,000,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	81,846,845.00	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			93,846,845.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			78,512,677.00	(22,770,705.00)	-129.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	17,410,603.00	95,923,280.00	450.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,410,603.00	95,923,280.00	450.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,410,603.00	95,923,280.00	450.9%
2) Ending Balance, June 30 (E + F1e)			95,923,280.00	73,152,575.00	-23.7%
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	95,923,280.00	73,152,575.00	-23.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	95,923,280.00	73,152,575.00
Total, Restricted Balance		95,923,280.00	73,152,575.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	5,000,000.00	0.00	-100.0%
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			(5,000,000.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(5,000,000.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,461,160.00	2,461,160.00	-67.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,461,160.00	2,461,160.00	-67.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,461,160.00	2,461,160.00	-67.0%
2) Ending Balance, June 30 (E + F1e)			2,461,160.00	2,461,160.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,461,160.00	2,461,160.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	8,484,342.87		
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		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
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) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			8,484,342.87		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			8,484,342.87		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions					
		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes					
		8576	0.00	0.00	0.0%
All Other State Revenue					
		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
		8615	0.00	0.00	0.0%
		8616	0.00	0.00	0.0%
		8617	0.00	0.00	0.0%
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
		8621	0.00	0.00	0.0%
		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					
		8631	0.00	0.00	0.0%
Interest					
		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Fees and Contracts					
		8681	0.00	0.00	0.0%
Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CERTIFICATED SALARIES					
Other Certificated Salaries					
		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries					
		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries					
		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries					
		2400	0.00	0.00	0.0%
Other Classified Salaries					
		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	5,000,000.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			5,000,000.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
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%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(5,000,000.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	5,000,000.00	0.00	-100.0%
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			(5,000,000.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(5,000,000.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,461,160.00	2,461,160.00	-67.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,461,160.00	2,461,160.00	-67.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,461,160.00	2,461,160.00	-67.0%
2) Ending Balance, June 30 (E + F1e)			2,461,160.00	2,461,160.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,461,160.00	2,461,160.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	2,461,160.00	2,461,160.00
Total, Restricted Balance		2,461,160.00	2,461,160.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,462,300.00	7,001,068.00	378.8%
4) Other Local Revenue		8600-8799	90,000.00	0.00	-100.0%
5) TOTAL, REVENUES			1,552,300.00	7,001,068.00	351.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	7,001,068.00	New
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	7,001,068.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,552,300.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	7,000,000.00	0.00	-100.0%
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			(7,000,000.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(5,447,700.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,897,125.00	4,449,425.00	-55.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,897,125.00	4,449,425.00	-55.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,897,125.00	4,449,425.00	-55.0%
2) Ending Balance, June 30 (E + F1e)			4,449,425.00	4,449,425.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,449,425.00	4,449,425.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	11,419,153.71		
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		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
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) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			11,419,153.71		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			11,419,153.71		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	1,462,300.00	7,001,068.00	378.8%
TOTAL, OTHER STATE REVENUE			1,462,300.00	7,001,068.00	378.8%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	90,000.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			90,000.00	0.00	-100.0%
TOTAL, REVENUES			1,552,300.00	7,001,068.00	351.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	7,001,068.00	New
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%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	7,001,068.00	New
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	7,001,068.00	New
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	7,000,000.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			7,000,000.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(7,000,000.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,462,300.00	7,001,068.00	378.8%
4) Other Local Revenue		8600-8799	90,000.00	0.00	-100.0%
5) TOTAL, REVENUES			1,552,300.00	7,001,068.00	351.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	7,001,068.00	New
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	7,001,068.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			1,552,300.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	7,000,000.00	0.00	-100.0%
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			(7,000,000.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(5,447,700.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,897,125.00	4,449,425.00	-55.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,897,125.00	4,449,425.00	-55.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,897,125.00	4,449,425.00	-55.0%
2) Ending Balance, June 30 (E + F1e)			4,449,425.00	4,449,425.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,449,425.00	4,449,425.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23	2023-24
		Estimated Actuals	Budget
7700	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program	1,462,300.00	1,462,300.00
7710	State School Facilities Projects	2,987,125.00	2,987,125.00
Total, Restricted Balance		4,449,425.00	4,449,425.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	97,975.00	118,920.00	21.4%
4) Other Local Revenue		8600-8799	16,656,907.00	18,541,014.00	11.3%
5) TOTAL, REVENUES			16,754,882.00	18,659,934.00	11.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	16,058,525.00	19,373,682.00	20.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			16,058,525.00	19,373,682.00	20.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			696,357.00	(713,748.00)	-202.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	1,611,334.00	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			1,611,334.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,307,691.00	(713,748.00)	-130.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,901,794.00	18,209,485.00	14.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,901,794.00	18,209,485.00	14.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,901,794.00	18,209,485.00	14.5%
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	18,209,485.00	17,495,737.00	-3.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	18,172,070.52		
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		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
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) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			18,172,070.52		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			18,172,070.52		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	95,091.00	118,920.00	25.1%
Other Subventions/In-Lieu Taxes		8572	2,884.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			97,975.00	118,920.00	21.4%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	15,536,385.00	17,737,417.00	14.2%
Unsecured Roll		8612	783,231.00	742,597.00	-5.2%
Prior Years' Taxes		8613	43,166.00	0.00	-100.0%
Supplemental Taxes		8614	156,573.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	137,552.00	61,000.00	-55.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			16,656,907.00	18,541,014.00	11.3%
TOTAL, REVENUES			16,754,882.00	18,659,934.00	11.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	7,363,412.00	7,937,480.00	7.8%
Bond Interest and Other Service Charges		7434	8,695,113.00	11,436,202.00	31.5%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			16,058,525.00	19,373,682.00	20.6%
TOTAL, EXPENDITURES			16,058,525.00	19,373,682.00	20.6%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: Bond Interest and Redemption Fund To: General Fund		7614	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	1,611,334.00	0.00	-100.0%
(c) TOTAL, SOURCES			1,611,334.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			1,611,334.00	0.00	-100.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	97,975.00	118,920.00	21.4%
4) Other Local Revenue		8600-8799	16,656,907.00	18,541,014.00	11.3%
5) TOTAL, REVENUES			16,754,882.00	18,659,934.00	11.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	16,058,525.00	19,373,682.00	20.6%
10) TOTAL, EXPENDITURES			16,058,525.00	19,373,682.00	20.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			696,357.00	(713,748.00)	-202.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	1,611,334.00	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			1,611,334.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			2,307,691.00	(713,748.00)	-130.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,901,794.00	18,209,485.00	14.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,901,794.00	18,209,485.00	14.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,901,794.00	18,209,485.00	14.5%
2) Ending Balance, June 30 (E + F1e)			18,209,485.00	17,495,737.00	-3.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	18,209,485.00	17,495,737.00	-3.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	18,209,485.00	17,495,737.00
Total, Restricted Balance		18,209,485.00	17,495,737.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	0.00	0.00	0.0%
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			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			0.00	0.00	0.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	10,362,288.00	10,362,288.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,362,288.00	10,362,288.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			10,362,288.00	10,362,288.00	0.0%
2) Ending Net Position, June 30 (E + F1e)			10,362,288.00	10,362,288.00	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	10,362,288.00	10,362,288.00	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	4,956,934.15		
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	2,694,855.35		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) Fixed Assets		9400	0.00		
11) TOTAL, ASSETS			7,651,789.50		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
b) Net Pension Liability		9663	0.00		
c) Total/Net OPEB Liability		9664	0.00		
d) Compensated Absences		9665	0.00		
e) COPs Payable		9666	0.00		
f) Leases Payable		9667	0.00		
g) Lease Revenue Bonds Payable		9668	0.00		
h) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G11 + H2) - (I7 + J2)			7,651,789.50		
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	0.00	0.00	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	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			0.00	0.00	0.0%
TOTAL, EXPENSES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		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, EXPENSES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			0.00	0.00	0.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	10,362,288.00	10,362,288.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,362,288.00	10,362,288.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			10,362,288.00	10,362,288.00	0.0%
2) Ending Net Position, June 30 (E + F1e)			10,362,288.00	10,362,288.00	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	10,362,288.00	10,362,288.00	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	10,362,288.00	10,362,288.00
Total, Restricted Net Position		10,362,288.00	10,362,288.00

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	208,511,385.00	-2.55%	203,202,712.00	-1.20%	200,757,506.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	4,700,546.00	-1.77%	4,617,565.00	-1.76%	4,536,475.00
4. Other Local Revenues	8600-8799	2,335,294.00	-4.38%	2,233,058.00	1.29%	2,261,812.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(51,800,544.00)	1.30%	(52,474,935.00)	1.38%	(53,196,720.00)
6. Total (Sum lines A1 thru A5c)		163,746,681.00	-3.77%	157,578,400.00	-2.04%	154,359,073.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				76,101,428.00		69,957,062.00
b. Step & Column Adjustment				975,279.00		895,402.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(7,119,645.00)		(1,080,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	76,101,428.00	-8.07%	69,957,062.00	-0.26%	69,772,464.00
2. Classified Salaries						
a. Base Salaries				23,151,587.00		23,452,558.00
b. Step & Column Adjustment				300,971.00		304,883.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	23,151,587.00	1.30%	23,452,558.00	1.30%	23,757,441.00
3. Employee Benefits	3000-3999	40,206,842.00	-9.01%	36,582,666.00	-0.54%	36,386,789.00
4. Books and Supplies	4000-4999	11,084,507.00	0.00%	11,084,507.00	0.25%	11,112,595.00
5. Services and Other Operating Expenditures	5000-5999	22,151,803.00	7.12%	23,727,958.00	3.77%	24,621,511.00
6. Capital Outlay	6000-6999	46,185.00	-100.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	500,000.00	0.00%	500,000.00	0.00%	500,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(932,316.00)	263.05%	(3,384,767.00)	-0.74%	(3,359,834.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		172,310,036.00	-6.03%	161,919,984.00	0.54%	162,790,966.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(8,563,355.00)		(4,341,584.00)		(8,431,893.00)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		55,119,271.00		46,555,916.00		42,214,332.00
2. Ending Fund Balance (Sum lines C and D1)		46,555,916.00		42,214,332.00		33,782,439.00
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				
2. Other Commitments	9760	17,554,545.00		13,481,619.00		4,948,436.00
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	28,881,371.00		28,612,713.00		28,714,003.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		46,555,916.00		42,214,332.00		33,782,439.00
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	28,881,371.00		28,612,713.00		28,714,003.00
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					
3. Total Available Reserves (Sum lines E1a thru E2c)		28,881,371.00		28,612,713.00		28,714,003.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
REDUCTIONS: The district anticipates a reduction of 12 FTE in certificated staff due to declining enrollment in 2024-25 and 2025-26. Additionally, salaries will be shifted from unrestricted to restricted sources						

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	18,607,238.00	-7.01%	17,303,029.00	-5.39%	16,369,655.00
3. Other State Revenues	8300-8599	33,040,678.00	-1.91%	32,409,261.00	-0.10%	32,377,861.00
4. Other Local Revenues	8600-8799	12,871,189.00	0.00%	12,871,189.00	0.00%	12,871,189.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	51,800,544.00	1.30%	52,474,935.00	1.38%	53,196,720.00
6. Total (Sum lines A1 thru A5c)		116,319,649.00	-1.08%	115,058,414.00	-0.21%	114,815,425.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				32,092,566.00		38,549,414.00
b. Step & Column Adjustment				417,203.00		501,142.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				6,039,645.00		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	32,092,566.00	20.12%	38,549,414.00	1.30%	39,050,556.00
2. Classified Salaries						
a. Base Salaries				20,589,875.00		20,857,543.00
b. Step & Column Adjustment				267,668.00		271,148.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	20,589,875.00	1.30%	20,857,543.00	1.30%	21,128,691.00
3. Employee Benefits	3000-3999	20,852,887.00	4.01%	21,689,307.00	1.64%	22,044,469.00
4. Books and Supplies	4000-4999	6,486,364.00	-2.35%	6,333,995.00	0.20%	6,346,916.00
5. Services and Other Operating Expenditures	5000-5999	30,217,534.00	-6.41%	28,281,524.00	-3.43%	27,311,151.00
6. Capital Outlay	6000-6999	3,774,150.00	0.00%	3,774,150.00	0.00%	3,774,150.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,887,300.00	0.00%	1,887,300.00	0.00%	1,887,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	602,998.00	406.71%	3,055,449.00	-0.82%	3,030,516.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		116,503,674.00	6.80%	124,428,682.00	0.12%	124,573,749.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(184,025.00)		(9,370,268.00)		(9,758,324.00)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		53,942,388.00		53,758,363.00		44,388,095.00
2. Ending Fund Balance (Sum lines C and D1)		53,758,363.00		44,388,095.00		34,629,771.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	53,758,363.00		44,388,095.00		34,629,771.00
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)		53,758,363.00		44,388,095.00		34,629,771.00
E. AVAILABLE RESERVES						
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)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Certificated salaries will be shifted from Unrestricted to Restricted Resources						

Budget, July 1
General Fund
Multiyear Projections
Unrestricted/Restricted

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	208,511,385.00	-2.55%	203,202,712.00	-1.20%	200,757,506.00
2. Federal Revenues	8100-8299	18,607,238.00	-7.01%	17,303,029.00	-5.39%	16,369,655.00
3. Other State Revenues	8300-8599	37,741,224.00	-1.89%	37,026,826.00	-0.30%	36,914,336.00
4. Other Local Revenues	8600-8799	15,206,483.00	-0.67%	15,104,247.00	0.19%	15,133,001.00
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)		280,066,330.00	-2.65%	272,636,814.00	-1.27%	269,174,498.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				108,193,994.00		108,506,476.00
b. Step & Column Adjustment				1,392,482.00		1,396,544.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,080,000.00)		(1,080,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	108,193,994.00	0.29%	108,506,476.00	0.29%	108,823,020.00
2. Classified Salaries						
a. Base Salaries				43,741,462.00		44,310,101.00
b. Step & Column Adjustment				568,639.00		576,031.00
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	43,741,462.00	1.30%	44,310,101.00	1.30%	44,886,132.00
3. Employee Benefits	3000-3999	61,059,729.00	-4.57%	58,271,973.00	0.27%	58,431,258.00
4. Books and Supplies	4000-4999	17,570,871.00	-0.87%	17,418,502.00	0.24%	17,459,511.00
5. Services and Other Operating Expenditures	5000-5999	52,369,337.00	-0.69%	52,009,482.00	-0.15%	51,932,662.00
6. Capital Outlay	6000-6999	3,820,335.00	-1.21%	3,774,150.00	0.00%	3,774,150.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,387,300.00	0.00%	2,387,300.00	0.00%	2,387,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(329,318.00)	0.00%	(329,318.00)	0.00%	(329,318.00)
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)		288,813,710.00	-0.85%	286,348,666.00	0.35%	287,364,715.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(8,747,380.00)		(13,711,852.00)		(18,190,217.00)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		109,061,659.00		100,314,279.00		86,602,427.00
2. Ending Fund Balance (Sum lines C and D1)		100,314,279.00		86,602,427.00		68,412,210.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	53,758,363.00		44,388,095.00		34,629,771.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	17,554,545.00		13,481,619.00		4,948,436.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	28,881,371.00		28,612,713.00		28,714,003.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		100,314,279.00		86,602,427.00		68,412,210.00
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	28,881,371.00		28,612,713.00		28,714,003.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		28,881,371.00		28,612,713.00		28,714,003.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		10.00%		9.99%		9.99%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
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		0.00		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)						
		12,550.51		12,120.41		11,690.31
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)						
		288,813,710.00		286,348,666.00		287,364,715.00
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)						
		288,813,710.00		286,348,666.00		287,364,715.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)						
		3.00%		3.00%		3.00%
e. Reserve Standard - By Percent (Line F3c times F3d)						
		8,664,411.30		8,590,459.98		8,620,941.45
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)						
		8,664,411.30		8,590,459.98		8,620,941.45
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)						
		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).
Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

	Percentage Level	District ADA
	3.0%	0 to 300
	2.0%	301 to 1,000
	1.0%	1,001 and over
District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):	12,550.51	
District's ADA Standard Percentage Level:	1.0%	

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget 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 (2020-21)				
District Regular	15,194	15,194		
Charter School				
Total ADA	15,194	15,194	N/A	Met
Second Prior Year (2021-22)				
District Regular	15,194	15,185		
Charter School				
Total ADA	15,194	15,185	0.1%	Met
First Prior Year (2022-23)				
District Regular	14,518	14,753		
Charter School		0		
Total ADA	14,518	14,753	N/A	Met
Budget Year (2023-24)				
District Regular	14,069			
Charter School	0			
Total ADA	14,069			

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	Enrollment		Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
	Budget	CBEDS Actual		
Third Prior Year (2020-21)				
District Regular	15,207	15,132		
Charter School				
Total Enrollment	15,207	15,132	0.5%	Met
Second Prior Year (2021-22)				
District Regular	14,875	14,381		
Charter School				
Total Enrollment	14,875	14,381	3.3%	Not Met
First Prior Year (2022-23)				
District Regular	13,912	13,883		
Charter School				
Total Enrollment	13,912	13,883	0.2%	Met
Budget Year (2023-24)				
District Regular	13,423			
Charter School				
Total Enrollment	13,423			

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)

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 (2020-21)			
District Regular	15,194	15,132	
Charter School		0	
Total ADA/Enrollment	15,194	15,132	100.4%
Second Prior Year (2021-22)			
District Regular	13,089	14,381	
Charter School	0		
Total ADA/Enrollment	13,089	14,381	91.0%
First Prior Year (2022-23)			
District Regular	13,131	13,883	
Charter School			
Total ADA/Enrollment	13,131	13,883	94.6%
Historical Average Ratio:			95.3%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			95.8%

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 (2023-24)				
District Regular	12,551	13,423		
Charter School	0			
Total ADA/Enrollment	12,551	13,423	93.5%	Met
1st Subsequent Year (2024-25)				
District Regular	12,120	12,963		
Charter School				
Total ADA/Enrollment	12,120	12,963	93.5%	Met
2nd Subsequent Year (2025-26)				
District Regular	11,690	12,503		
Charter School				
Total ADA/Enrollment	11,690	12,503	93.5%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)¹ and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA¹ and its economic recovery target payment, plus or minus one percent.

¹ Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	14,784.17	14,099.83	13,222.12	12,631.36
b. Prior Year ADA (Funded)		14,784.17	14,099.83	13,222.12
c. Difference (Step 1a minus Step 1b)		(684.34)	(877.71)	(590.76)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		(4.63%)	(6.22%)	(4.47%)
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		212,511,385.00	207,202,712.00	204,757,506.00
b1. COLA percentage		8.22%	3.94%	3.29%
b2. COLA amount (proxy for purposes of this criterion)		17,468,435.85	8,163,786.85	6,736,521.95
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		8.22%	3.94%	3.29%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)				
		3.59%	(2.28%)	(1.18%)
LCFF Revenue Standard (Step 3, plus/minus 1%):		2.59% to 4.59%	-3.28% to -1.28%	-2.18% to -0.18%

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 (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	29,898,156.00	29,898,156.00	29,898,156.00	29,898,156.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	206,663,397.00	212,511,385.00	207,202,712.00	204,757,506.00
District's Projected Change in LCFF Revenue:		2.83%	(2.50%)	(1.18%)
LCFF Revenue Standard		2.59% to 4.59%	-3.28% to -1.28%	-2.18% to -0.18%
Status:		Met	Met	Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

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 (2020-21)	117,745,958.53	
Second Prior Year (2021-22)	126,852,400.67	150,176,037.93	84.5%
First Prior Year (2022-23)	135,201,196.00	162,094,589.00	83.4%
	Historical Average Ratio:		85.7%

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	82.7% to 88.7%	82.7% to 88.7%	82.7% to 88.7%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)		
	Budget Year (2023-24)	139,459,857.00		
1st Subsequent Year (2024-25)	129,992,286.00	161,919,984.00	80.3%	Not Met
2nd Subsequent Year (2025-26)	129,916,694.00	162,790,966.00	79.8%	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 is planning to spend down restricted one-time monies and has shifted salaries and benefits to this sources. After one-time monies have been exhausted, the district will asses and shift salaries back to unrestricted sources.

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 (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	3.59%	(2.28%)	(1.18%)
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-6.41% to 13.59%	-12.28% to 7.72%	-11.18% to 8.82%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-1.41% to 8.59%	-7.28% to 2.72%	-6.18% to 3.82%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2022-23)	28,521,536.00		
Budget Year (2023-24)	18,607,238.00	(34.76%)	Yes
1st Subsequent Year (2024-25)	17,303,029.00	(7.01%)	No
2nd Subsequent Year (2025-26)	16,369,655.00	(5.39%)	No

Explanation:
(required if Yes)

The district has received significant ESSER funding and revenue can only be accounted in the year that the expenditures are planned.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)

First Prior Year (2022-23)	78,272,862.00		
Budget Year (2023-24)	37,741,224.00	(51.78%)	Yes
1st Subsequent Year (2024-25)	37,026,826.00	(1.89%)	No
2nd Subsequent Year (2025-26)	36,914,336.00	(.30%)	No

Explanation:
(required if Yes)

The fluctuating State Revenue is due to significant Expanded Learning, In-Person Instruction, and Educator Effectiveness revenues, which are multi-year revenue sources that vary according to the amount spent in each year.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)

First Prior Year (2022-23)	16,031,109.00		
Budget Year (2023-24)	15,206,483.00	(5.14%)	Yes
1st Subsequent Year (2024-25)	15,104,247.00	(.67%)	No
2nd Subsequent Year (2025-26)	15,133,001.00	.19%	No

Explanation:
(required if Yes)

Other local revenue year-to-year changes reflect changes in local grant amounts from year to year.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2022-23)	19,130,257.00		
Budget Year (2023-24)	17,570,871.00	(8.15%)	Yes
1st Subsequent Year (2024-25)	17,418,502.00	(.87%)	No
2nd Subsequent Year (2025-26)	17,459,511.00	.24%	No

Explanation:
(required if Yes) Carry over amounts have not yet been fully identified in the budget year, and will be posted at first interim revision.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2022-23)	53,326,037.00		
Budget Year (2023-24)	52,369,337.00	(1.79%)	Yes
1st Subsequent Year (2024-25)	52,009,482.00	(.69%)	No
2nd Subsequent Year (2025-26)	51,932,662.00	(.15%)	No

Explanation:
(required if Yes) Carry over amounts have not yet been fully identified in the budget year, and will be posted at first interim revision.

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
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Total Federal, Other State, and Other Local Revenue (Criterion 6B)

First Prior Year (2022-23)	122,825,507.00		
Budget Year (2023-24)	71,554,945.00	(41.74%)	Not Met
1st Subsequent Year (2024-25)	69,434,102.00	(2.96%)	Met
2nd Subsequent Year (2025-26)	68,416,992.00	(1.46%)	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)

First Prior Year (2022-23)	72,456,294.00		
Budget Year (2023-24)	69,940,208.00	(3.47%)	Met
1st Subsequent Year (2024-25)	69,427,984.00	(.73%)	Met
2nd Subsequent Year (2025-26)	69,392,173.00	(.05%)	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6B
if NOT met) The district has received significant ESSER funding and revenue can only be accounted in the year that the expenditures are planned.

Explanation:
Other State Revenue
(linked from 6B
if NOT met) The fluctuating State Revenue is due to significant Expanded Learning, In-Person Instruction, and Educator Effectiveness revenues, which are multi-year revenue sources that vary according to the amount spent in each year.

Explanation:
Other Local Revenue
(linked from 6B
if NOT met) Other local revenue year-to-year changes reflect changes in local grant amounts from year to year.

- 1b. STANDARD MET - Projected total operating expenditures have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

7. **CRITERION: Facilities Maintenance**

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? Yes
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223) 0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690)

280,325,330.00

b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)

3% Required	Budgeted Contribution ¹
Minimum Contribution	to the Ongoing and Major
(Line 2c times 3%)	Maintenance Account
	Status

c. Net Budgeted Expenditures and Other Financing Uses

280,325,330.00	8,409,759.90	8,500,000.00	Met
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¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- 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 reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2020-21)	Second Prior Year (2021-22)	First Prior Year (2022-23)
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)	12,866,393.75	23,792,225.19	29,457,363.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	0.00	0.00	0.00
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	12,866,393.75	23,792,225.19	29,457,363.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	214,473,581.51	238,846,185.56	294,573,630.00
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)	214,473,581.51	238,846,185.56	294,573,630.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	6.0%	10.0%	10.0%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	2.0%	3.3%	3.3%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000- 7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2020-21)	22,208,819.67	132,906,772.78	N/A	Met
Second Prior Year (2021-22)	22,264,126.38	150,176,037.93	N/A	Met
First Prior Year (2022-23)	(4,518,904.00)	162,094,589.00	2.8%	Met
Budget Year (2023-24) (Information only)	(8,563,355.00)	172,310,036.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. **CRITERION: Fund Balance**

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)		Status
	Original Budget	Estimated/Unaudited Actuals			
Third Prior Year (2020-21)	10,880,866.00	15,165,228.87	N/A		Met
Second Prior Year (2021-22)	12,540,642.00	37,374,048.53	N/A		Met
First Prior Year (2022-23)	75,751,451.00	59,638,175.00	21.3%		Not Met
Budget Year (2023-24) (Information only)	55,119,271.00				

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

The district spent more money in unrestricted resources than it had previously projected.

10. **CRITERION: Reserves**

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or \$80,000 (greater of)	0 to 300
4% or \$80,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	12,551	12,120	11,690
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 (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Special Education Pass-through Funds	0.00	0.00	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 (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	288,813,710.00	286,348,666.00	287,364,715.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	288,813,710.00	286,348,666.00	287,364,715.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	8,664,411.30	8,590,459.98	8,620,941.45
6. Reserve Standard - by Amount			

	(\$80,000 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)	8,664,411.30	8,590,459.98	8,620,941.45

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 (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	28,881,371.00	28,612,713.00	28,714,003.00
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)	28,881,371.00	28,612,713.00	28,714,003.00
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	10.00%	9.99%	9.99%
District's Reserve Standard (Section 10B, Line 7):	8,664,411.30	8,590,459.98	8,620,941.45
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0% or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2022-23)	(48,210,942.00)			
Budget Year (2023-24)	(51,800,544.00)	3,589,602.00	7.4%	Met
1st Subsequent Year (2024-25)	(52,474,395.00)	673,851.00	1.3%	Met
2nd Subsequent Year (2025-26)	(53,196,720.00)	722,325.00	1.4%	Met
1b. Transfers In, General Fund *				
First Prior Year (2022-23)	0.00			
Budget Year (2023-24)	0.00	0.00	0.0%	Met
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2022-23)	0.00			
Budget Year (2023-24)	0.00	0.00	0.0%	Met
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2025-26)	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. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:

(required if NOT met)

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:

(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payments for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C)

Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2023
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases				
Certificates of Participation	25	General Fund	General Fund	8,000,000
General Obligation Bonds	30	Debt Service Fund	Debt Service Fund	340,058,815
Supp Early Retirement Program				
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, 2023
TOTAL:				348,058,815

Type of Commitment (continued)	Prior Year	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2022-23)	(2023-24)	(2024-25)	(2025-26)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Leases				
Certificates of Participation	575,000			
General Obligation Bonds	16,641,951	19,054,683	19,054,686	19,054,683
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Total Annual Payments:	17,216,951	19,054,683	19,054,686	19,054,683
Has total annual payment increased over prior year (2022-23)?		Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(required if Yes
to increase in total
annual payments)

Funded by Debt Service Fund (Fund 51)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1 Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

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	Governmental Fund
	0	10,362,288

4 OPEB Liabilities

a. Total OPEB liability	116,493,007.00
b. OPEB plan(s) fiduciary net position (if applicable)	7,111,740.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	109,381,267.00
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	6/30/2021

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
5. OPEB Contributions			
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	0.00	0.00	0.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	3,947,605.00	4,389,002.00	4,389,002.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	4,143,849.00	4,485,438.00	4,729,144.00
d. Number of retirees receiving OPEB benefits	202.00	220.00	220.00

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1 Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2 Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

--

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
- b. Amount contributed (funded) for self-insurance programs

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)

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) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of certificated (non-management) full - time - equivalent(FTE) positions	791	859	847	835

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Salary and benefit negotiations have not yet begun for the budget year 2023-24

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

1st Subsequent Year

2nd Subsequent Year

(2023-24)

(2024-25)

(2025-26)

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	1,140,374		
		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2023-24)	(2024-25)	(2025-26)

7.	Amount included for any tentative salary schedule increases			
		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2023-24)	(2024-25)	(2025-26)

Certificated (Non-management) Health and Welfare (H&W) Benefits

1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	10,102,243	10,102,243	10,102,423
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	8.0%	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	1st Subsequent Year	2nd Subsequent Year
(2023-24)	(2024-25)	(2025-26)

Certificated (Non-management) Step and Column Adjustments

1.	Are step & column adjustments included in the budget and MYPs?	Yes		Yes
2.	Cost of step & column adjustments	1,138,551	1,153,353	1,144,075
3.	Percent change in step & column over prior year	1.3%	1.3%	1.3%

Budget Year	1st Subsequent Year	2nd Subsequent Year
(2023-24)	(2024-25)	(2025-26)

Certificated (Non-management) Attrition (layoffs and retirements)

1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

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) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of classified(non - management) FTE positions	690	722	722	722

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

Yes

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Salary and benefit negotiations have not yet begun for 2023-24. Salary and benefit negotiations are not yet complete for the 2022-23 fiscal year.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

--

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

--

If Yes, date of Superintendent and CBO certification:

--

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

--

If Yes, date of budget revision board adoption:

--

4. Period covered by the agreement:

Begin Date:

--

 End Date:

--

5. Salary settlement:

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)

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	520,679		
		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2023-24)	(2024-25)	(2025-26)

7.	Amount included for any tentative salary schedule increases			
		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2023-24)	(2024-25)	(2025-26)

Classified (Non-management) Health and Welfare (H&W) Benefits

1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	4,625,121	4,625,121	4,625,121
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	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:

Yes		
6,248,145		

The anticipated total compensation salary settlement for 2023-24 is an increase of 12%, this increase is included in the 2023-24 budget and MYPs

Classified (Non-management) Step and Column Adjustments

1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	476,450	482,643	497,123
3.	Percent change in step & column over prior year	1.3%	1.3%	1.3%

Classified (Non-management) Attrition (layoffs and retirements)

1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of management, supervisor, and confidential FTE positions	81	84	84	84

Management/Supervisor/Confidential

Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

N/A

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement		
% change in salary schedule from prior year (may enter text, such as "Reopener")		

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

160,409

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--------------------------	----------------------------------	----------------------------------

4. 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 (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Yes	Yes	Yes
1,141,001	1,141,001	1,141,001
7.0%	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 (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Yes	Yes	Yes
322,927	327,125	331,378
1.3%	1.3%	1.3%

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 (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
No	No	No

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?

Yes

2. Adoption date of the LCAP or an update to the LCAP.

Jun 21, 2023

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	Yes
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	Yes

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A6: The District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69. A9: Valerie Mitchell, Assistant Superintendent of Business & Fiscal Services was appointed effective February 2023. Dr. Anabolena DeGenna has been appointed as Interim Superintendent for the 2023-24 fiscal year.

End of School District Budget Criteria and Standards Review

Budget, July 1
Estimated Actuals 2022-23
Technical Review Checks
Phase - All
Display - Exceptions Only

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)

GENERAL LEDGER CHECKS

OBJ-POSITIVE - (Warning) - The following objects have a negative balance by resource, by fund:

Exception

FUND	RESOURCE	OBJECT	VALUE
01	0000	9320	(\$264,518.98)
Explanation: Inventory will be taken at end of 2022-23 fiscal year and stores will be updated at that time.			
13	5310	9320	(\$14,447.39)

Budget, July 1
Budget 2023-24
Technical Review Checks
Phase - All
Display - Exceptions Only

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)



Adopted Budget 2023-24 Fiscal Year

Presenters:

*Valerie Mitchell, MPPA
Assistant Superintendent, Business and Fiscal Services*

*Patty Núñez
Director of Fiscal Services*

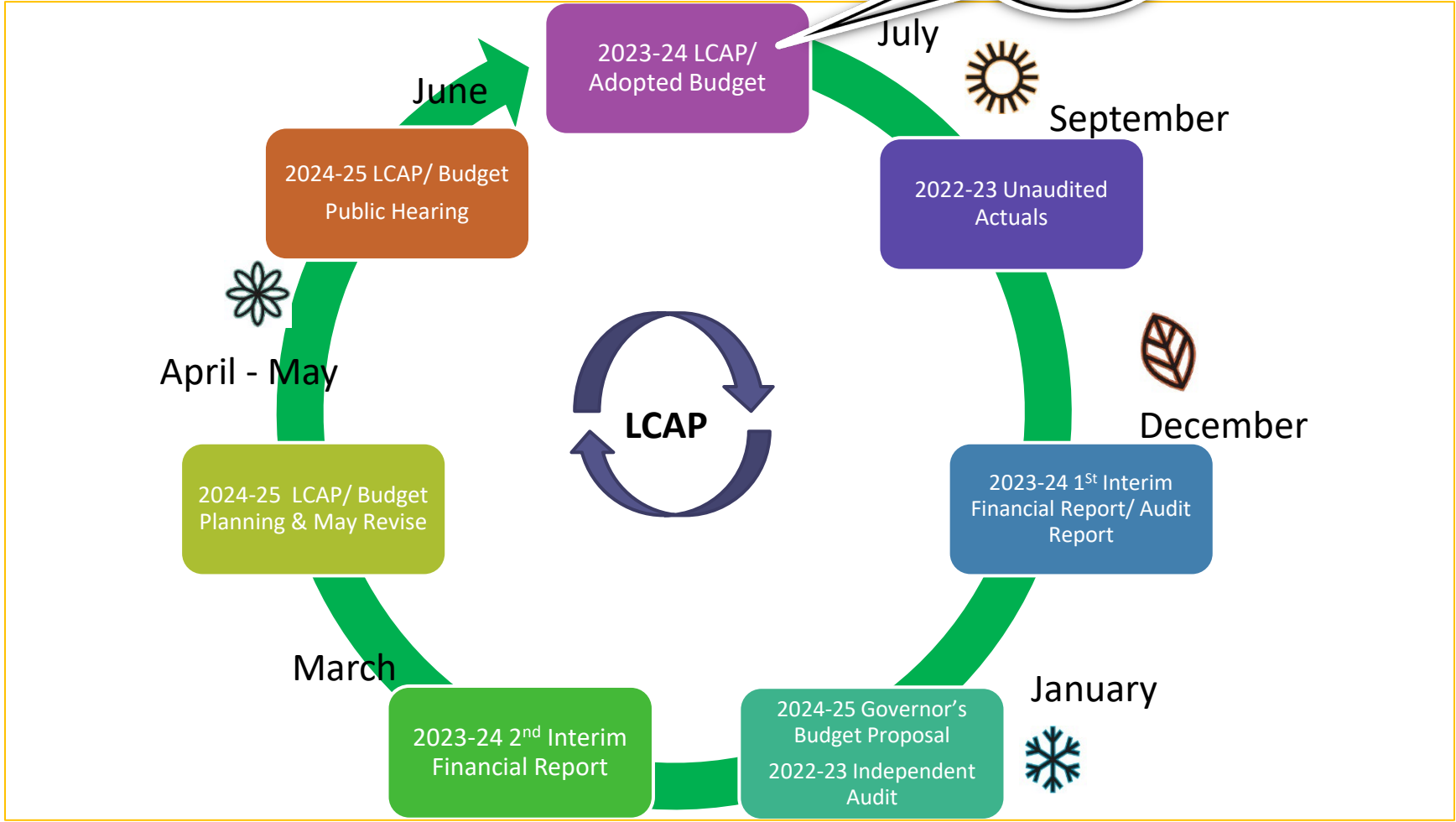
2023-24 Fiscal Year Budget

- State economic overview
- Oxnard School District budget development
- Enrollment and ADA trends and projections
- District planning factors and budget assumptions
- Multi-Year Projections
- Upcoming Budget actions



The Budget Cycle

We Are Here!!



Financial Reporting Timelines

State Financial Reports

- ❑ 23-24 Adopted Budget – June 30
- ❑ 22-23 Unaudited Actuals – September 15
- ❑ 23-24 First Interim – December 15
- ❑ 22-23 Independent Audit – January 15
- ❑ 23-24 Second Interim – March 16

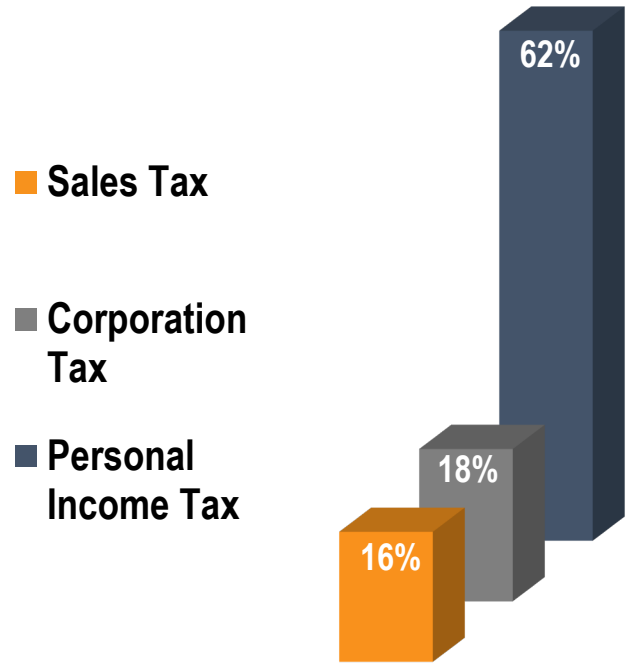
Submitting **Positive Certification**
for
2023-24 Adopted Budget

The district is able to meet its financial obligations for this year and two subsequent years and will have a positive cash balance

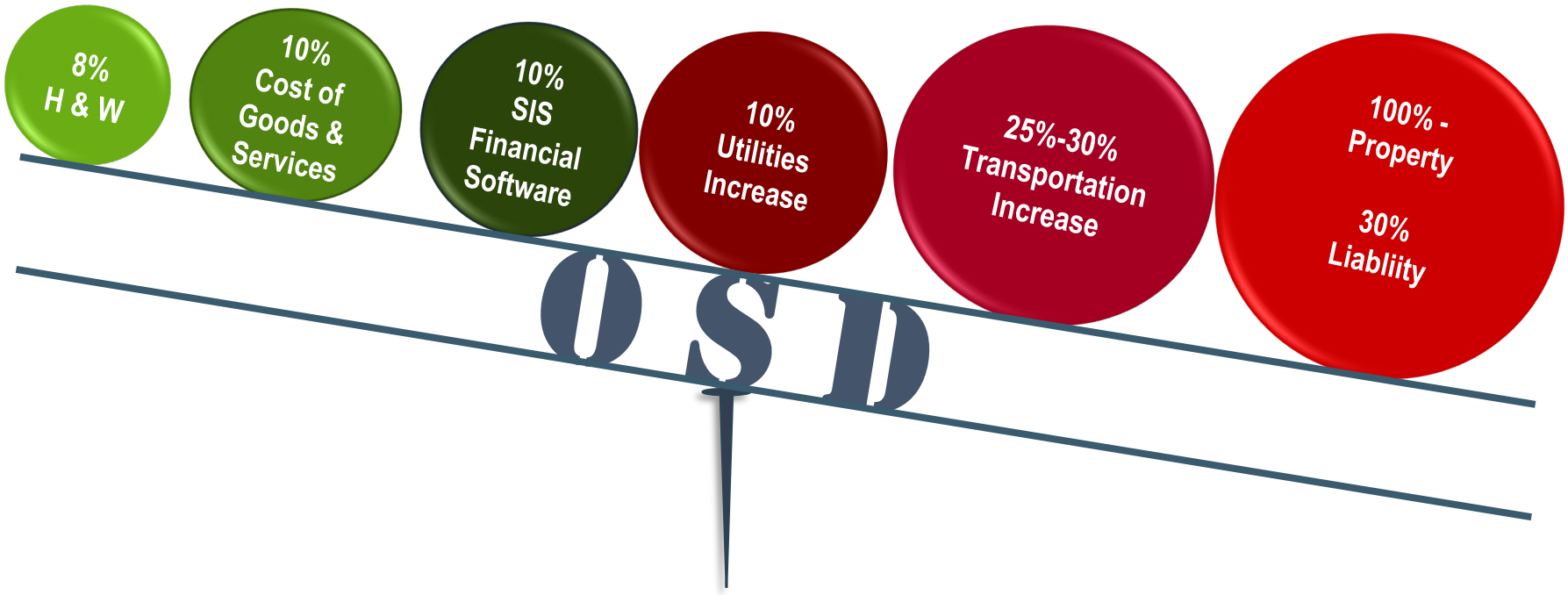


California’s Progressive Tax Policy Impact on Revenues

- **“Big Three” taxes made up 96% of all state General Fund revenues in 2022-23**
- **The lion’s share of those are generated by PIT collections, comprising 62% of all state revenues**
- **Only 1% of Californians pay approximately 50% of the state’s PIT**
- **Sustained net population loss among high-income earners could result in lower state (and education) revenues in the future**



Risks to Oxnard School District Budget



Risks to Oxnard School District Budget

Changes in Funding

Arts, Music, Instructional Materials Grant:

• ~~\$8,718,157~~

50% Decrease

• \$4,359,079

State Learning Recovery Emergency Grant:

• ~~\$28,398,228~~

33% Decrease

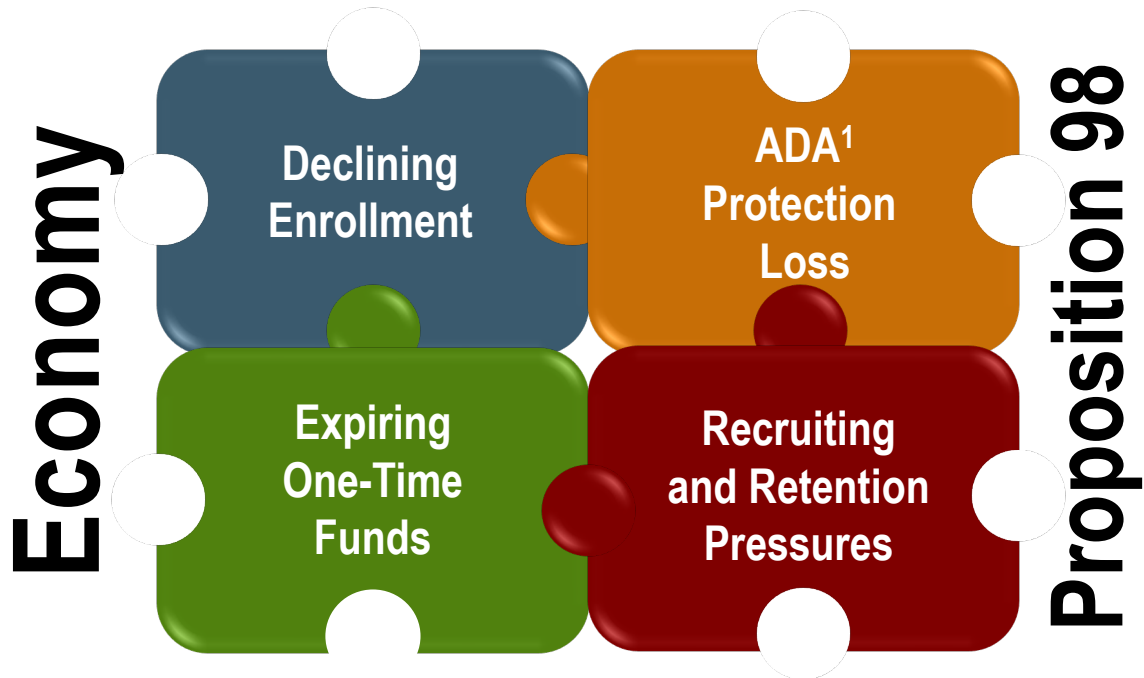
• \$18,932,152

Proposition 28 – Art & Music K-12 Education Funding:

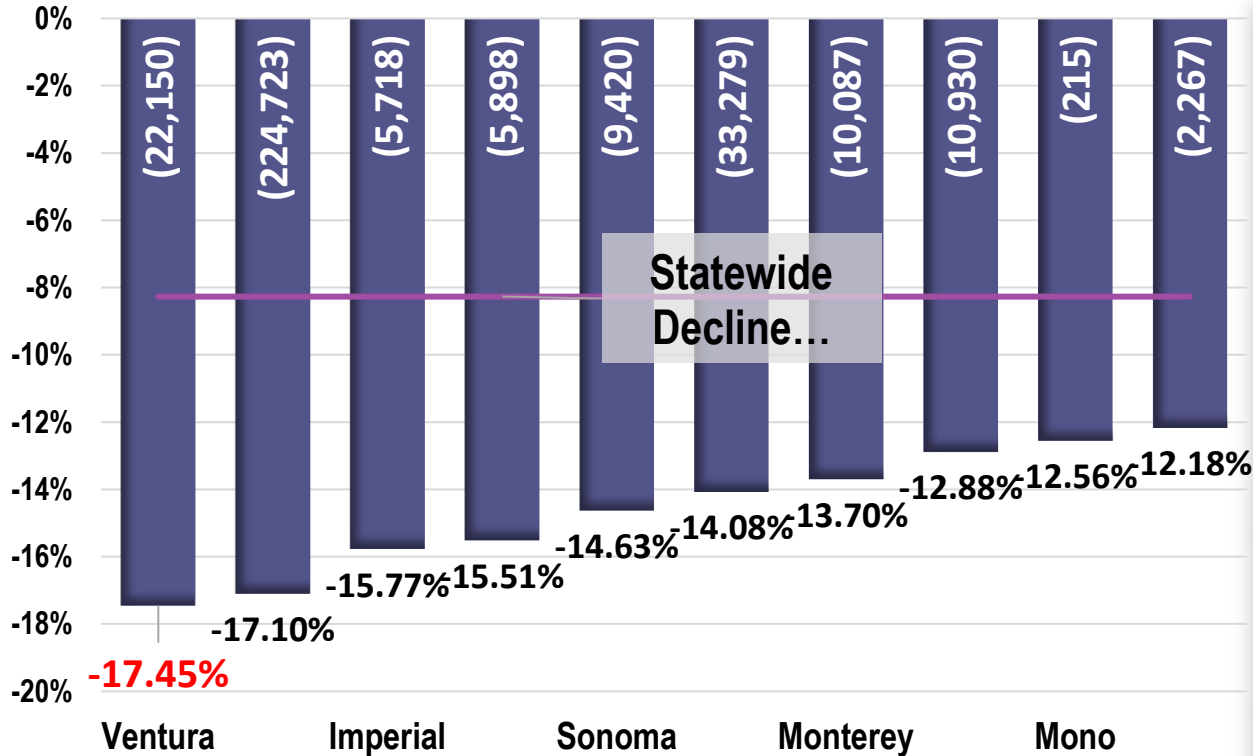
- Estimates predicted to be lower due to lower taxes
- 80% of funds on staff
- Add'l guidance pending from State
- LEA's 3 yrs. to spend 23-24 grant



Risks to Oxnard School District Budget



Declining Enrollment Projections 2022-23 to 2031-32

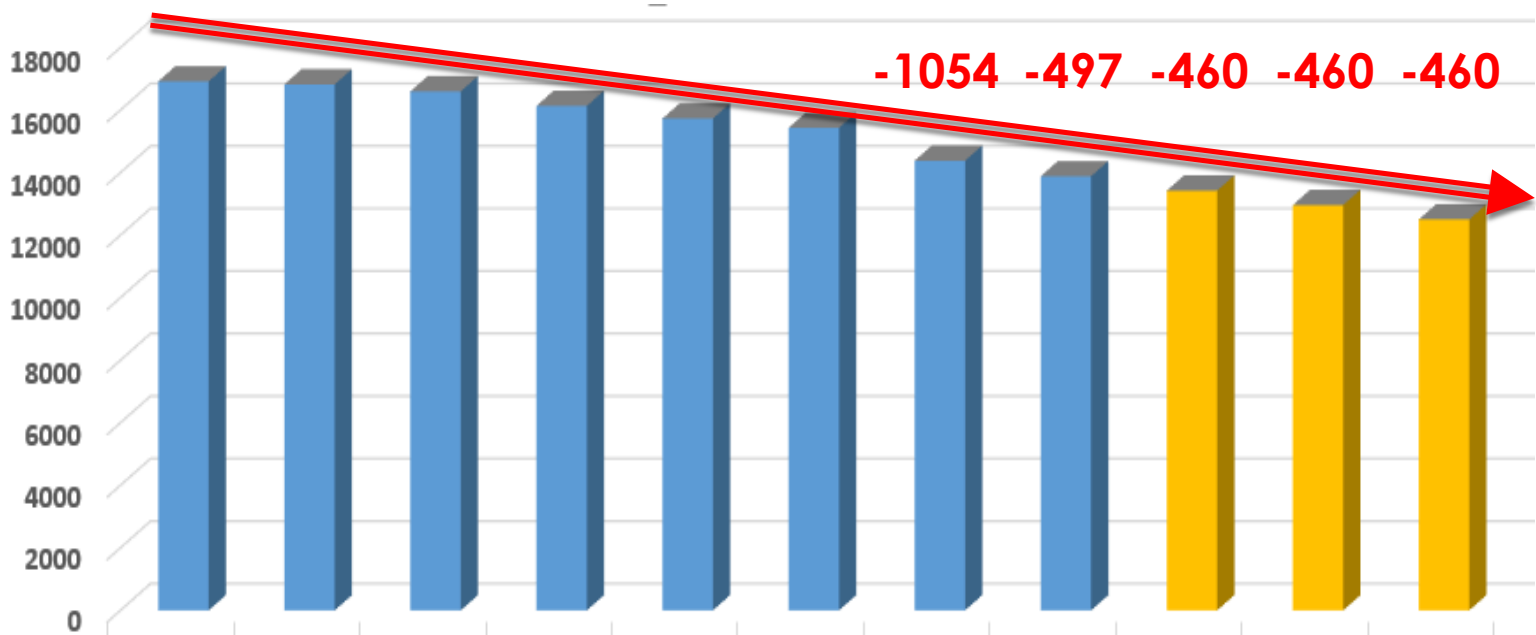


- Most areas in the state are affected by declining enrollment, but to differing degrees:
 - 12 counties are projected to lose 10,000 or more students between 2022-23 and 2031-32
 - 18 counties will lose students at a rate faster than the statewide average of 8.27%
- Enrollment trends for each LEA are unique to the community and student populations they serve
- Enrollment trends impact the bottom line—in the current year and the out-years

Source: DOF, CDE



Enrollment & ADA Trends



	2015-26	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
■ ADA percentage	96.72%	96.15%	96.32%	96.71%	96.61%	0.00%	91.70%	94.58%	93.50%	93.50%	93.50%
■ Enrollment	16918	16822	16599	16134	15730	15434	14380	13883			
■ Projected Enrollment									13423	12963	12503

■ Projected Enrollment ■ Enrollment ■ ADA percentage



Budget and Multiyear Assumptions

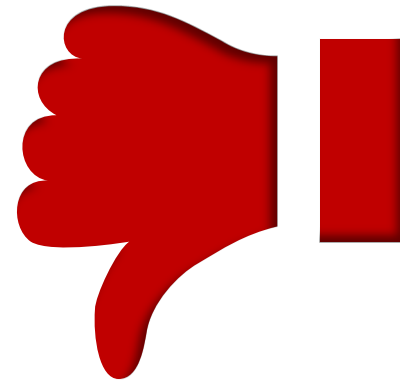
Planning Factor	2023-24	2024-25	2025-26
Estimated Funded ADA (Average Daily Attendance)	14,068.68	13,190.97	12,600.51
Funded UPP (Unduplicated Pupil Percentage)	90.20%	90.20%	90.20%
Step & Column	1.30%	1.30%	1.30%
Statutory COLA & Augmentation (Planning COLA)	8.22%	3.94%	3.29%
STRS Employer Statutory Rates	19.10%	19.10%	19.10%
PERS Employer Projected Rates	26.68%	27.70%	28.30%
Lottery - Unrestricted per ADA	\$170	\$170	\$170
Lottery - Prop 20 per ADA	\$67	\$67	\$67
Mandated Block Grant per ADA	\$37.81	\$39.30	\$40.59
CPI	3.54%	3.02%	2.64%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits - Hard Cap with no anticipated changes			



Multi-year Projections



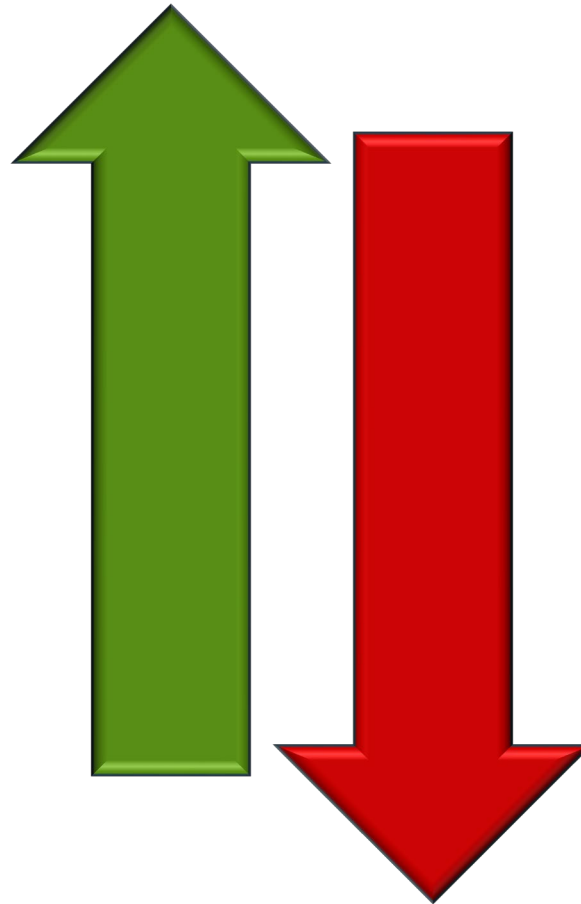
- **Result of mathematical calculations for future years based on the following:**
 - **Industry standard economic assumptions**
 - **Decisions that have already been made**
 - **Locally calculated data point estimates**



- **Predictions or forecasts**
- **Crystal balls**
- **Measuring sticks for “wrongness”**

Impacts on Multiyear Projections

- ❖ Funded LCFF Increase
- ❖ Increased categorical funds' COLAs
- ❖ One-time federal funds
- ❖ One-time state funds



- ❖ Cost of goods and services
- ❖ State pension costs
- ❖ “New hires” with one-time funds
- ❖ Additional costs to mitigate learning loss

Multiyear Projections - Summary

Multi-Year Projections at 2023-24 Adopted Budget

	2023-24 Adopted	2024-25 Projections	2025-26 Projections
Revenues	\$280,066,330	\$272,636,814	\$269,174,497
Expenditures	\$288,813,710	\$286,348,666	\$287,364,716
Excess (Deficiency) of Revenue over Expenditures	(\$8,747,380)	(\$13,711,852)	(\$18,190,219)
Beginning Fund Balance	\$109,061,659	\$100,314,279	\$86,602,427
Total Ending Fund Balance	\$100,314,279	\$86,602,427	\$68,412,208
<u>Components of Ending Fund Balance</u>			
Reserve for Economic Uncertainty - Percentage	10.0%	10.0%	10.0%
Reserve for Economic Uncertainty	\$28,881,371	\$28,612,713	\$28,714,002
Non-Spendable (Stores & Revolving Cash)	\$120,000	\$120,000	\$120,000
Legally Restricted	\$53,758,363	\$44,388,095	\$34,629,770
Committed Funds	\$17,554,545	\$13,481,619	\$4,948,435
Undesignated/Unappropriated Fund Balance	\$0	\$0	\$0



Multi-year Projections - Detail

General Fund (Unrestricted & Restricted)		2023-24 Adopted Budget	2024-25 Projected	2025-26 Projected
Revenues				
	Total LCFF Funding	\$208,511,385	\$203,202,712	\$200,757,506
	Federal Revenues	\$18,607,238	\$17,303,029	\$16,369,655
	Other State Revenues	\$37,741,224	\$37,026,827	\$36,914,335
	Other Local Revenues	\$15,206,483	\$15,104,247	\$15,133,001
Total Revenues		\$280,066,330	\$272,636,814	\$269,174,497
Expenditures				
	Certificated Salaries	\$108,193,994	\$108,506,476	\$108,823,020
	Classified Salaries	\$43,741,462	\$44,310,101	\$44,886,132
	Employee Benefits	\$61,059,729	\$58,271,973	\$58,431,258
	Books & Supplies	\$17,570,871	\$17,418,502	\$17,459,512
	Services & Other Operating Expenses	\$52,369,337	\$52,009,482	\$51,932,662
	Capital Outlay	\$3,820,335	\$3,774,150	\$3,774,150
	Other Outgo	\$2,387,300	\$2,387,300	\$2,387,300
	Transfer of Indirect Costs	-\$329,318	-\$329,318	-\$329,318
Total Expenditures		\$288,813,710	\$286,348,666	\$287,364,716
Detail of Committed Balance				
	Student Transportation/Bus Replacement	\$1,000,000	\$1,000,000	\$1,000,000
	Technology Device Refresh	\$3,000,000	\$3,000,000	\$1,601,367
	Instructional Materials Adoptions	\$2,000,000	\$2,000,000	\$2,000,000
	Building Maintenance One-Time Funds	\$1,564,000	\$1,564,000	\$1,564,000
	Financial Stability Reserve	\$9,990,545	\$6,522,018	\$0
Total Committed Balance		\$17,554,545	\$14,086,018	\$6,165,367

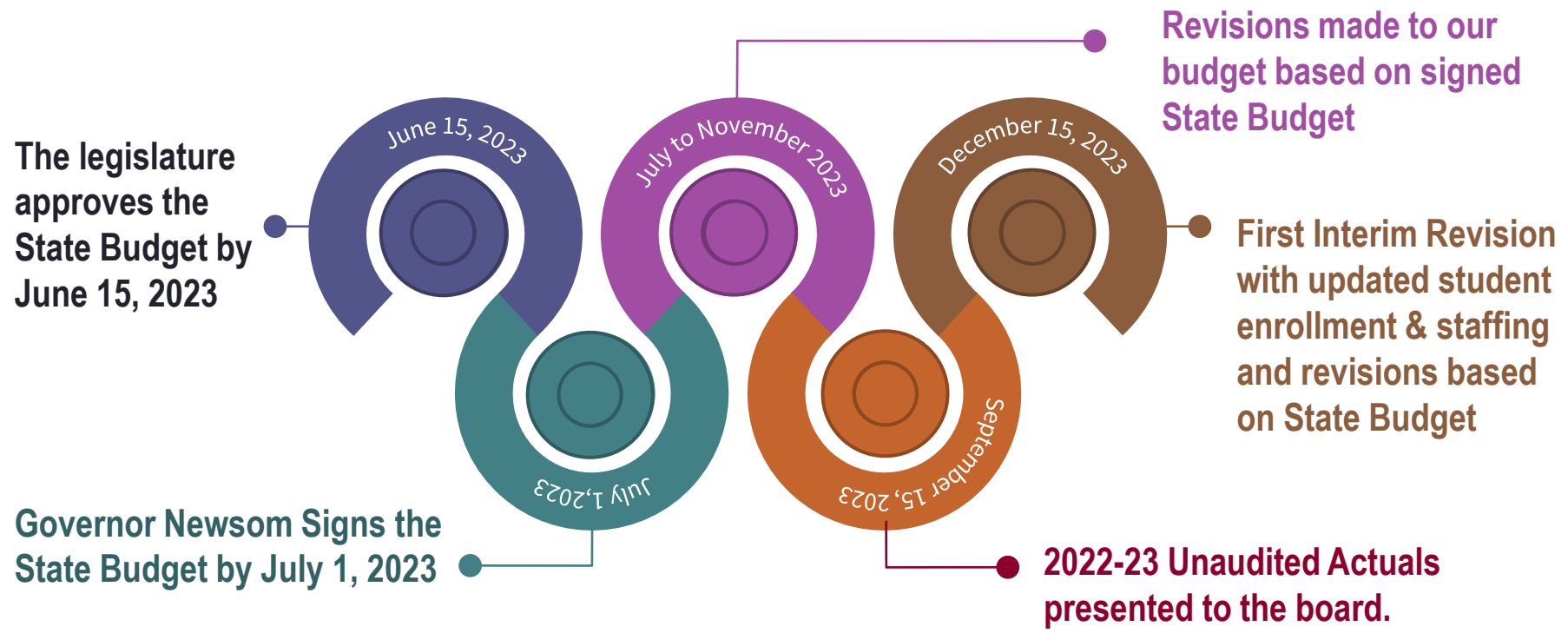


MYP For One-Time Funding

Funding Type	Spend By:	Allocation	2019-20	2020-21	2021-22	2022-23 *	2023-24	2024-25	2025-26	2026-27	2027-28
ESSER I Federal Cares Act	Sep 30, 2022	\$ 3,194,946	\$ 121,681	\$ 2,409,171	\$ 664,093						
GEER I Federal Cares Act	Sep 30, 2022	\$ 1,068,606	\$ 6	\$ 272,744	\$ 730,138	\$ 65,718					
State Learning Recovery Grant	Sep 30, 2024	\$ 1,462,212		\$ 1,462,212							
State In-Person Instruction Grant	Sep 30, 2024	\$ 5,928,162		\$ 5,117,604	\$ 810,558						
ESSER II - Federal CRSSA Act	Sep 30, 2023	\$ 14,247,184		\$ 926,758	\$ 12,022,059	\$ 1,298,367					
ESSER III - Federal American Recovery Plan	Sep 30, 2023	\$ 32,087,047			\$ 11,072,278	\$ 12,000,000	\$ 4,500,000	\$ 4,514,768			
State Educator Effectiveness Block Grant	Jun 30, 2026	\$ 3,745,600			\$ 760,102	\$ 600,000	\$ 700,000	\$ 835,000	\$ 850,498		
Arts, Music, Instructional Materials Grant	Jun 30, 2026	\$ 4,359,079				\$ 1,634,165	\$ 900,000	\$ 900,000	\$ 924,914		
Literary Coaches Reading Specialists Grant	Jun 30, 2027	\$ 4,786,692				\$ 470,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,316,692	
State Learning Recovery Emergency Grant	Jun 30, 2028	\$ 18,932,152				\$ 1,398,228	\$ 1,250,000	\$ 2,000,000	\$ 4,500,000	\$ 4,700,000	\$ 5,083,924
Total		\$ 89,811,680	\$ 121,687	\$ 10,188,489	\$ 26,059,229	\$ 17,466,478	\$ 8,350,000	\$ 9,249,768	\$ 7,275,412	\$ 6,016,692	\$ 5,083,924



Next Steps





Questions?

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 21, 2023

Agenda Section: Section D: Action Items

Approval of Resolution #22-35 Making Environmental Findings in Connection with the New Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Driffill Elementary School (Mitchell/CFW)

The Oxnard School District (District) is proceeding with the construction of 10 new classrooms to serve preschool, transitional kindergarten, and kindergarten on the existing site of the Driffill Elementary School located at 910 South E Street, Oxnard.

Rincon Consultants, Inc. has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project is eligible for a Class 14 Categorical Exemption, under CEQA Section 15314. A Class 14 Categorical Exemption consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The CEQA report reviewed the project and indicated that the project will not violate any of the conditions. The purpose of this resolution is to confirm the findings that the project qualifies for a Categorical Exemption from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #22-35 making environmental findings in connection with New Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Driffill Elementary School located at 910 South E Street, Oxnard, CA 93030.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-35 \(2 pages\)](#)

[Driffill Elementary School Preschool-Kindergarten-Transitional Kindergarten Modular Buildings Project Categorical Exemption Report by Rincon Consultants, Inc. \(15 pages\)](#)

[Notice of Exemption Form \(1 page\)](#)

RESOLUTION NO. 22-35

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT
MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH NEW PRESCHOOL,
TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN CLASSROOMS PROJECT
AT DRIFFILL ELEMENTARY SCHOOL LOCATED AT 910 SOUTH E STREET,
OXNARD, CA 93030**

WHEREAS, the Oxnard School District (“District”) is constructing 10 new classrooms to serve preschool, transitional kindergarten, and kindergarten on the existing site of the Driffill Elementary School located at 910 South E Street, Oxnard, CA, 93030 (“Project”);

WHEREAS, the District’s consultant, Rincon Consultants, Inc. has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project qualifies for a Class 14, Categorical Exemption, under CEQA Section 15314;

WHEREAS, the State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable and the CEQA report prepared by Rincon Consultants, Inc. reviewed the project and indicated that the project will not violate any of the conditions;

WHEREAS, the project would not increase the student capacity by more than 25%, nor would the project implement more than 10 classrooms;

WHEREAS, the project would not result in cumulative development, would have no unusual circumstances, would not damage scenic resources, is not located on a hazardous site, and would not cause a substantial adverse change in the significance of a historic resource.

NOW, THEREFORE, the Board of Trustees of the Oxnard School District hereby finds, determines, declares, orders, and resolves as follows:

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) The Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and finds that pursuant to CEQA Guidelines section 15314, the Project qualifies as a Class 14 Categorical Exemption and no further analysis is required;
- (3) The Board approves the filing and recordation of a CEQA Notice of Exemption;
- (4) This Resolution shall take effect immediately upon its passage; and
- (5) the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution;

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 21st day of June 2023, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Veronica Robles-Solis				
Clerk Jarely Lopez				
Trustee MaryAnn Rodriguez				
Trustee Monica Madrigal Lopez				
Trustee Rose Gonzales				

Veronica Robles-Solis
 President of the Board of Trustees
 Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on June 21, 2023.

Jarely Lopez
 Clerk of the Board of Trustees
 Oxnard School District



Driffill Elementary School Preschool/Transitional Kindergarten/Kindergarten Modular Buildings Project

Categorical Exemption Report

prepared by
Oxnard School District
1051 South A Street
Oxnard, California 93030

prepared with the assistance of
Rincon Consultants, Inc.
180 N Ashwood Avenue
Ventura, California 93003

May 2023

Driffill Elementary School
Preschool/Transitional
Kindergarten/Kindergarten Modular
Buildings Project

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prepared by
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Oxnard, California 93030

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Ventura, California 93003

May 2023

This report prepared on 50% recycled paper with 50% post-consumer content.



RINCON CONSULTANTS, INC.
Environmental Scientists | Planners | Engineers
rinconconsultants.com

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1 Categorical Exemption Report

This report serves as the technical documentation of an environmental analysis performed by Rincon Consultants, Inc. (Rincon) on behalf of the Oxnard School District (OSD) for the Driffill Elementary School Preschool (PS)/Kindergarten (K)/Transitional Kindergarten (TK) Modular Buildings Project in the City of Oxnard. The intent of the analysis is to document whether the project is eligible for a Class 14 Categorical Exemption (CE) under the California Environmental Quality Act (CEQA). The report provides an introduction, project description, and evaluation of the project's consistency with the requirements for a Class 14 exemption. The report concludes that the project is eligible for a Class 14 CE.

1.1 Introduction

OSD proposes to adopt a Class 14 CE for a proposed project at Driffill Elementary School. *CEQA Guidelines* Section 15314 states that a Class 14 CE is for minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25 percent or ten classrooms, whichever is less.

Additionally, *CEQA Guidelines* Sections 15300.2(a) through (f) list specific exceptions for which a CE shall not be used. These exceptions are as follows:

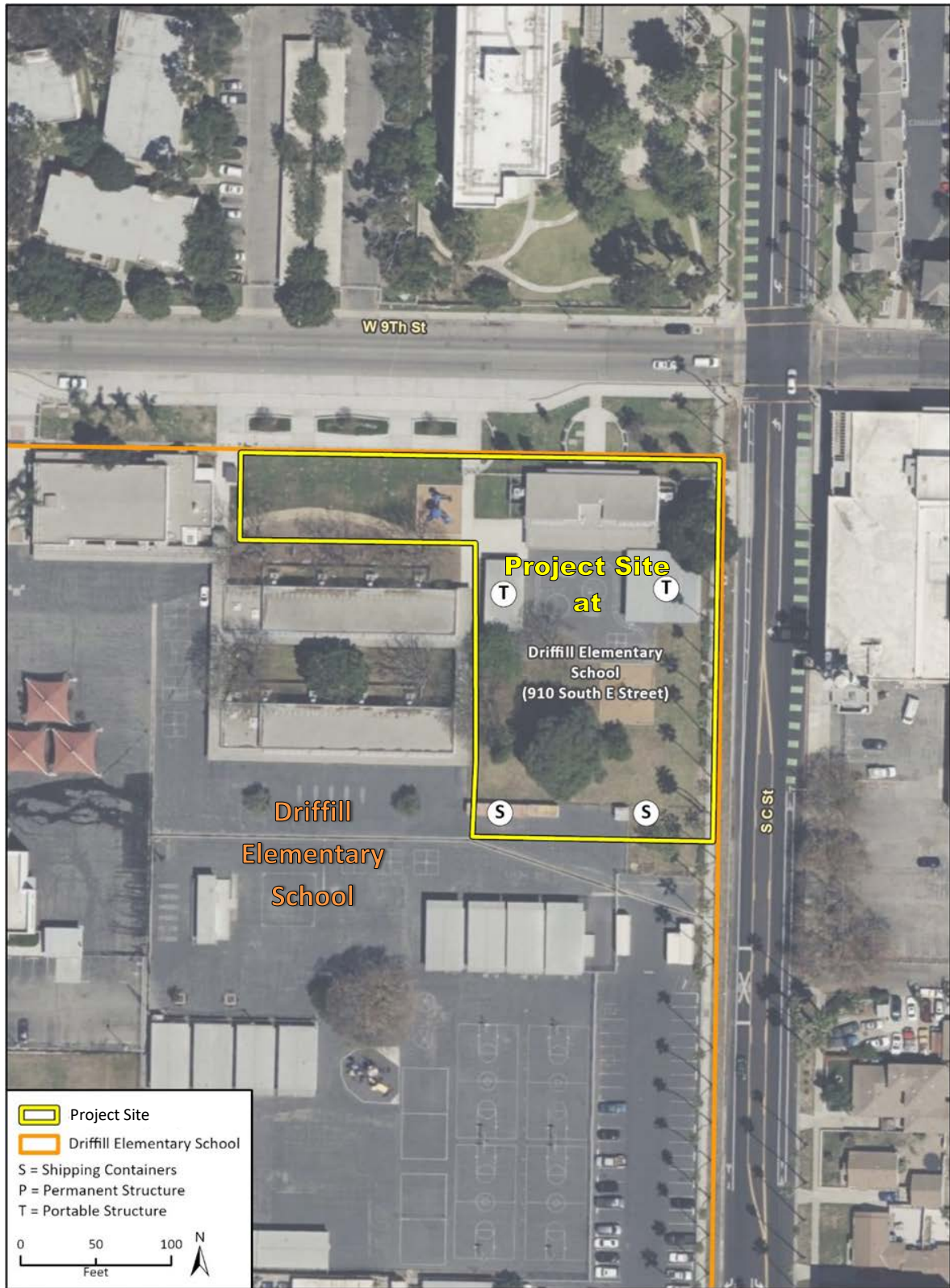
- a) **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- b) **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
- c) **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
- d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified Environmental Impact Report.
- e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
- f) **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

2 Project Site and Existing Conditions

The project site is located on approximately 1.4 acres within the existing Driffill Elementary School campus at 910 South E Street, in the City of Oxnard in Ventura County. The school site is bordered to the north by West 9th Street and residential uses, to the east by South C Street and commercial uses, and to the south and west by additional school uses (see Figure 1). The Driffill Elementary School parcel (Assessor's Parcel Number 202-017-301) includes the project site and the associated school playing fields located west of the school campus. The school campus was originally constructed as early as 1946. Historic aerial maps show that since 1946 several buildings were constructed on the campus along with placement of additional structures in 1978 and 1985 (Rincon Consultants 2023). The project site within the campus is located on the southwest corner of South C Street and West 9th Street as shown in Figure 1 and Figure 2. Total enrollment at the school as of the 2021-22 school year is 1,003 students with a combined 144 of these students that are in Preschool (PS), Transitional Kindergarten (TK), and Kindergarten (K) (CDE 2023).

Figure 2 shows the existing structures at the Driffill Elementary School and the L-shaped project site area. In addition to the structures, the relatively level, generally L-shaped project site contains an asphalt-paved play area, and a grassy/landscaped area.

Figure 1 Project Site

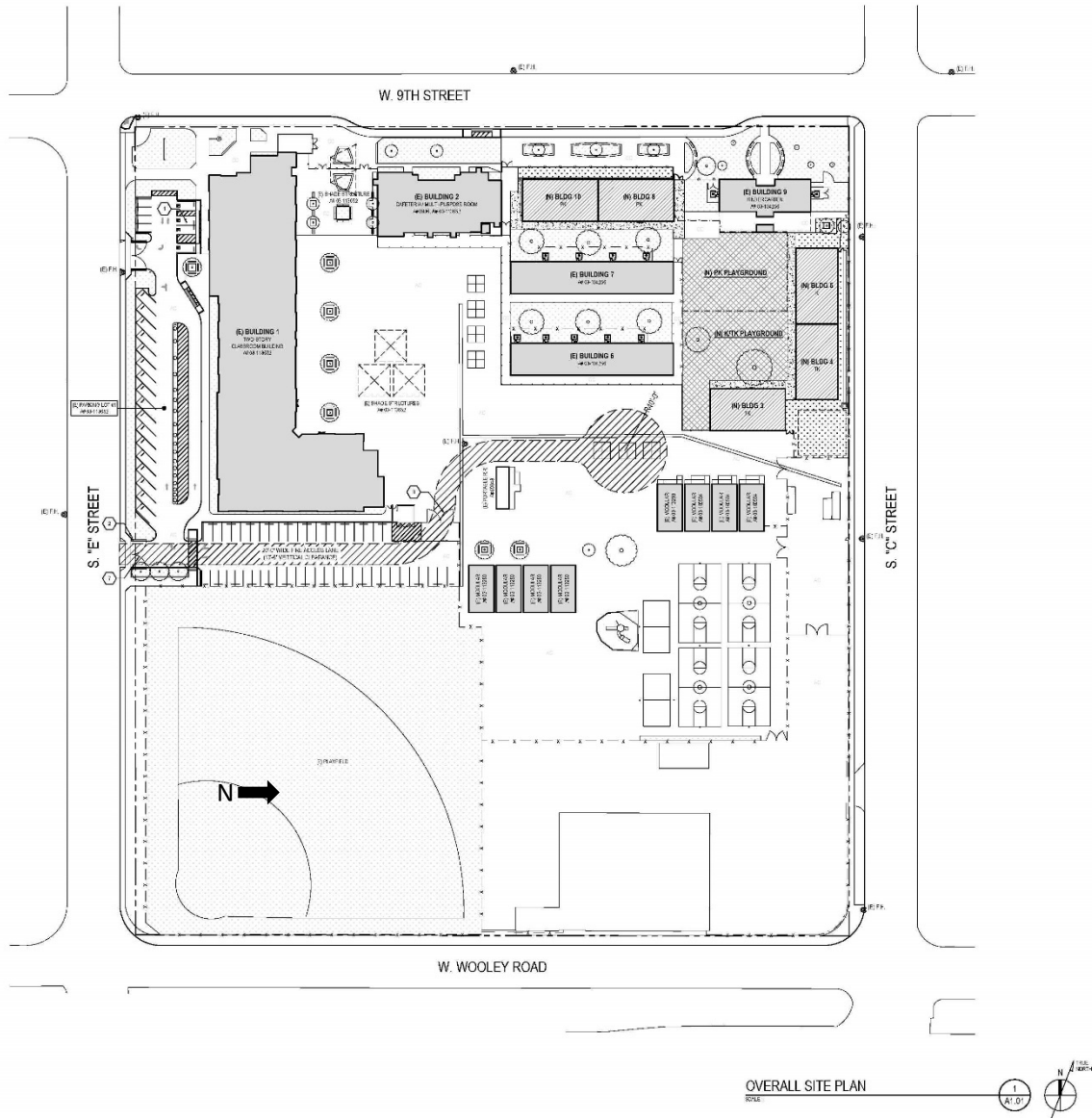


3 Project Description

This project is part of the expansion of the existing Driffill Elementary School on an approximate 1.4 acres of the 13-acre Driffill Elementary School campus that serves PS through eighth grade.

The proposed project would involve the demolition of three existing modular buildings and the installation of five new 72 x 40-foot modular buildings to be used for preschool, kindergarten, and transitional kindergarten classes. Classrooms within each building would include student restrooms, staff restrooms, and hi-lo drinking fountains. A new PS playground and K playground would be constructed, and new play structures would be added with rubberized surfacing and a shade structure. The classrooms would form a modified U shape around the playground which would be shared by early childhood education students. The project would also include improvements to the existing drop off area along W 9th Street to improve access. A four-foot fence is also proposed to enclose the outdoor activity area. The site would be re-graded with new asphalt paving with a new concrete walkway, along with new fences and gates.

Figure 2 Proposed Site Plan



4 Consistency Analysis

4.1 Class 14 CE Applicability

Section 15314 of the *CEQA Guidelines* states that a Class 14 CE is for minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25 percent or ten classrooms, whichever is less.

As described in Section 2, the project is located at an existing school within existing school grounds.

Current school enrollment is 1,003 students, including a combined 144 PS, K, and TK students. The proposed project would involve the construction of new buildings for PS, KT, and K education. Student enrollment would remain at approximately 144 PS, TK, and K students following project completion. The addition of these classrooms could increase enrollment by 240 students. Current enrollment is 1,003 students so this represents a 23.9 percent increase in enrollment. As such, the project would not increase the student capacity by more than 25 percent.

The project entails the removal of three existing modular buildings and the addition of ten new classrooms. Because the project would result in a net increase of no more than ten classrooms, it would not exceed the threshold stated in Section 15314 of the *CEQA Guidelines*.

Because the project would occur entirely within the property boundary of the existing school grounds, would not increase student capacity, and would result in a net increase of no more than 10 classrooms, it meets the applicability requirements for a Class 14 CE pursuant to Section 15314 of the *CEQA Guidelines*.

4.2 Exceptions to CE Applicability

The applicability of all CEs is qualified by the exceptions listed in Section 15300.2(a) through (f) of the *CEQA Guidelines*. In the discussion below, each exception (in italics) is followed by an explanation of why the exception does not apply to the project.

15300.2(a) Location. *Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.*

The Drifill Elementary School District does not propose to adopt a Class 3, 4, 5, 6, or 11 CE, and these classes of CEs are not applicable to the project. Additionally, there are no environmental resources of hazardous or critical concern that are designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies on the project site, such as critical habitat for listed threatened or endangered species (United States Fish and Wildlife 2023a) or hazardous materials release sites. As such, this exception does not apply to the project.

15300.2(b) Cumulative Impact. *All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.*

The project would not result in significant environmental impacts and there are no other successive projects of the same type or scale planned for the Driffill Elementary School campus. The vicinity of the project site is almost entirely developed for either commercial, residential, or school uses.

15300.2(c) Significant Effect. *A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.*

The project would occur on the northwestern portion of the existing Driffill Elementary School grounds, which is generally level and is developed with either school structures and infrastructure or hardscape. The proposed project is consistent with the school campus uses and no unusual circumstances are present or proposed. Due to the absence of unusual circumstances related to the project or on the project site, the project would not have a reasonable possibility for a significant effect on the environment due to unusual circumstances and this exception does not apply.

15300.2(d) Scenic Highways. *A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.*

According to the California Department of Transportation (2023), there are no state designated scenic highway sections within or near the City of Oxnard. The nearest designated scenic highway is Route 33 located near Ojai, approximately 18 miles north of the project site. The nearest eligible scenic highways are the Pacific Coast Highway between Los Angeles to Ventura along Highway 1 and U.S. Highway 101 between Los Angeles to San Luis Obispo. Therefore, this exception to a CE is not applicable to the proposed project.

15300.2(e) Hazardous Waste Sites. *A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.*

The project site is within the existing Driffill Elementary School grounds. The Phase I ESA prepared for the project reviewed the lists compiled pursuant to Section 65962.5 of the Government Code. According to a search in the Phase I ESA and the DTSC EnviroStor database search conducted in May 2023, Oxnard School District, Driffill Elementary School, or Oxnard School District/Driffill School was listed on the following databases; however, only one active designated hazardous waste site is on or within the project vicinity. None of these listings constitute a Recognized Environmental Condition (REC) as defined pursuant to ASTM E1527-21.

- California Department of Toxic Substances Control's (DTSC) facility and manifest data (HAZNET)
- DTSC Hazardous Waste Tracking System (HWTS)
- Resource Conservation and Recovery Act (RCRA) Non-Generator/No Longer Reporting (NonGen/NLR)
- National Pollutant Discharge Elimination System (NPDES)
- California Integrated Water Quality System (CIWQS)
- Facility Index System/Facility Registration System (FINDS)
- Enforcement and Compliance History Information (ECHO)

An address associated with the subject property was listed in four non-release databases: HWTS, HAZNET, CIWQS, and NPDES. These listings indicate that hazardous materials such as cleaning supplies are handled and stored on the Driffill Elementary School site, but there are no reported listings of releases or REC.

Facilities with the potential to generate hydrogen sulfide (e.g., petroleum extraction and refining, pulp/paper manufacturing, waste disposal, landfills, and wastewater) were not noted in the environmental database report. In addition, according to the CalGEM online database, the subject property is not located within or adjacent to an oil or gas field.

Based on the California Division of States Mines and Geology map titled *A General Location Guide for Ultramafic Rocks in California – Areas More Likely to Contain Naturally-Occurring Asbestos* dated August 2000, the subject property is not located within 10 miles of an area that is likely to contain naturally occurring asbestos.

Because the project site did not result in significant findings or violations included on a list compiled pursuant to Section 65962.5 of the Government Code; there is no record or indication of polychlorinated biphenyl (PCB) leaks; and that the nearest sites recorded would not result in impacts to the school, this exception to the applicability and use of a CE does not apply to the project.

15300.2(f) Historical Resources. *A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.*

Driffill Elementary School was constructed in 1945 and expanded in the following decades to accommodate students in the OSD. As described in the *Project Description*, the project would require the demolition of two portable classroom buildings which were brought onto campus sometime in 1985. Historical records review for Driffill Elementary School included review of aerial photographs, topographic maps, and city directories. No identified historic resources have been identified within the project site; therefore, this exception to the applicability and use of a CE does not apply to the project.

5 Summary

Based on the analysis presented herein, the proposed Driffill Elementary School Preschool/Transitional Kindergarten/Kindergarten Modular Buildings Project meets all criteria for a Class 14 CE pursuant to Section 15314 of the *CEQA Guidelines*. Furthermore, exceptions to the applicability of a CE, as specified in Section 15300.2(a) through (f) of the *CEQA Guidelines*, do not apply to the project. Therefore, it is concluded that the project is categorically exempt from CEQA pursuant to *CEQA Guidelines* Section 15314.

6 References

- California Department of Education (CDE). 2023. School-Level Enrollment. Available online at: <https://www.cde.ca.gov/ds/sd/sd/fsenr.asp>
- California Department of Transportation (Caltrans). California State Scenic Highway System Map. <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca> (accessed May 2023).
- California Department of Toxic Substances Control (DTSC). 2023. EnviroStor database. <https://www.envirostor.dtsc.ca.gov/public/> (accessed May 2023).
- Rincon Consultants, Inc. 2023. Phase I Environmental Site Assessment, 910 South E Street, Oxnard, California. May 2023.
- _____. 2023. Limited Soil Sampling and Analysis, 910 South E Street, Oxnard, California. May 2023.
- State Water Resources Control Board (SWRCB). 2023. GeoTracker database. <https://geotracker.waterboards.ca.gov/> (accessed May 2023).
- United States Fish and Wildlife Service (USFWS). 2023a. Critical Habitat for Threatened & Endangered Species. <https://fws.maps.arcgis.com/home/webmap/viewer.html?webmap=9d8de5e265ad4fe09893cf75b8dbfb77> (accessed May 2023).
- _____. 2020b. National Wetlands Inventory. Online Wetlands Mapper. <https://www.fws.gov/wetlands/data/Mapper.html> (accessed May 2023).

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: _____
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency
Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 21, 2023

Agenda Section: Section C: Consent Agenda

Approval of the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) Memorandum of Understanding, Agreement #23-69 re: Pre-K Teachers Temporary Assignment (Torres/Carroll)

The District and CSEA have agreed to a Memorandum of Understanding (MOU) continuing the 2021-22 process for the temporary assignment of Pre-K teachers for the 2023-24 school year.

This MOU shall expire, in full without precedent setting, and shall not form any basis for a past practice June 30, 2024, unless extended by mutual written agreement of the Parties.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees adopt Agreement #23-69 between the District and the CSEA, as presented.

ADDITIONAL MATERIALS:

Attached: [CSEA MOU re PreK Temp Assignment 2023-24 SY \(one page\)](#)

PROPOSED MEMORANDUM OF UNDERSTANDING

BETWEEN THE OXNARD SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Title: Pre-K Teachers Temporary Assignment

June 10, 2023

This Memorandum of Understanding (MOU) is agreed between the Oxnard School District (District) and the California School Employees Association and its Oxnard School District Chapter 272 (CSEA) (referred collectively as "the parties") is entered into on June 10, 2023, concerning the employment and placement of Preschool Teachers (range 23.5).

To these ends, the District and CSEA agree as follows:


- 1) The District will continue to assign the current Preschool Teachers (17 total) (range 23.5) to paraeducator support roles within TK classrooms in Oxnard School District for the 2023/2024 school year
- 2) Preschool Teachers shall be compensated at the appropriate salary rate for range 23.5 for the 2023/2024 school year.

IT IS THEREFORE NOW, AGREED BY AND BETWEEN THE PARTIES THAT:

The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU shall expire in full without precedent setting and shall not form any basis for a past practice on June 30, 2024 unless extended by mutual written agreement of the Parties.

The undersigned affirms that each party representative is authorized to enter this MOU, and is effective upon full execution below.

This agreement is subject to ratification by the OSD Board of Education.




 Ilene Poland
 President, Oxnard Educators Association

6/10/23

 Date

 Christopher Crump
 CSEA Labor Relations Representative

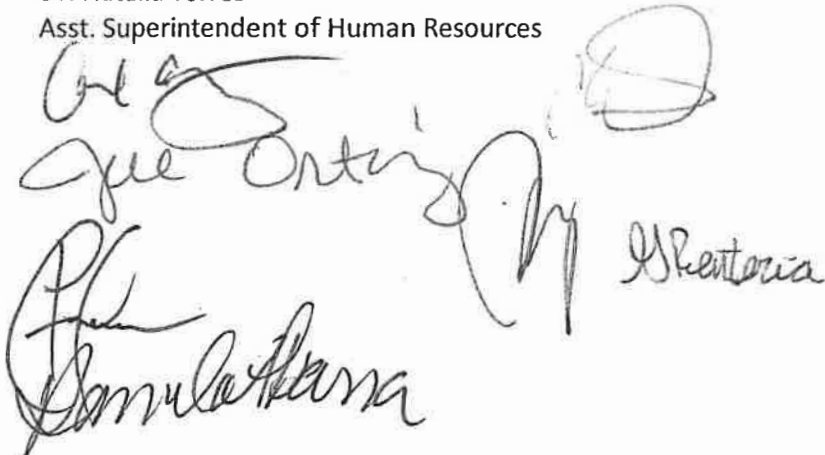
 Date



 Dr. Natalia Torres
 Asst. Superintendent of Human Resources

6/10/23

 Date



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 21, 2023

Agenda Section: Section D: Action Items

Approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding, Agreement #22-254 re: Temporary Pay Rates for Teacher Supervision of Students on Field/Academic Trips (Torres/Carroll)

The District and OEA have agreed to a Memorandum of Understanding (MOU) that implements a temporary pay rate for teacher supervision of students on field/academic trips for any additional hours required for the preparation and planning of said field/academic trips for the 2022-23 and 2023-24 Summer Sessions (June 19th – August 9th).

This MOU shall expire, in full without precedent setting, and shall not form any basis for a past practice on August 9, 2023, unless extended by mutual written agreement of the Parties.

FISCAL IMPACT:

Informational

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees adopt Agreement #22-254 between the District and the OEA, as presented.

ADDITIONAL MATERIALS:

Attached: [OEA MOU re Field Trip Pay Rate \(one page\)](#)

Agreement #23-69

MEMORANDUM OF UNDERSTANDING
BETWEEN
OXNARD SCHOOL DISTRICT
AND
THE OXNARD EDUCATORS ASSOCIATION

This Agreement was made and entered into this day June 7, 2023, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA).

This MOU establishes temporary pay rates for teacher supervision of students on fieldtrips/academic trips during the summer between the 2022-23 and 2023-24 school year (June 19-August 9th). The fieldtrips/academic trips described in this MOU are all related to summer school/ELOP activities. The Teacher/Supervisor coordinating the field trip may work with the Director of Enrichment and Special Programs and/or designee regarding any additional hours required for the preparation and planning of said fieldtrip.

Compensation for Participation in Fieldtrips/Academic Trips:

Fieldtrips 8 hours or less: **\$400.00/occurrence**

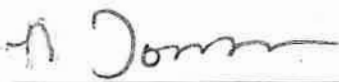
Extended Fieldtrips (more than 8 hours/not overnight trips): **\$600.00/occurrence**

Overnight Fieldtrips: **\$800.00/occurrence**


IT IS THEREFORE NOW, AGREED BY AND BETWEEN THE PARTIES THAT:

The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU shall expire in full without precedent setting and shall not form any basis for a past practice on August 9, 2023 unless extended by mutual written agreement of the Parties.

The undersigned affirms that each party representative is authorized to enter this MOU, and is effective upon full execution below.

 6/7/23

Dr. Natalia Torres
Asst. Sup., Human Resources

 6/7/23

Anjanette Carrillo
Oxnard Educators Assoc.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 21, 2023

Agenda Section: Section D: Action Items

Approval of the Revised Certificated Substitute Salary Schedule for the 2023-24 School Year (Torres/Carroll)

The Certificated Human Resources Department conducted a comparative analysis of certificated substitute pay rates of the surrounding school districts. In order to attract and maintain a highly qualified certificated substitute pool, the District is presenting the revised salary schedule for approval. The revised salary schedule consolidates certificated substitutes into three basic pay rate categories and eliminates the current Certificated Substitute Incentive Plan.

Eliminating the Incentive Plan and its requirements, provides qualified candidates with higher pay from day one, and flexibility in their workdays. The consecutive workday requirement to receive a bump in pay rate would be eliminated.

FISCAL IMPACT:

N/A-this schedule consolidates substitutes to three basic pay rates and eliminates the substitute incentive pay program.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the revised Certificated Substitute Salary Schedule for 2023-24, as presented.

ADDITIONAL MATERIALS:

Attached: [2023-24 Substitute-Extra Help Certificated Employee Schedule \(one page\)](#)

SUBSTITUTE/EXTRA HELP CERTIFICATED EMPLOYEES' PAY

Substitute certificated personnel will be paid in accordance with the following provisions:

A. Daily Rate-Each person employed, as a substitute, certificated employee shall be paid at the rate of **\$200** per day for each full day of service, except when classified as a long-term substitute. Substitutes at the intermediate school or assigned in 6th -8th grade at a K-8 school will be required to teach five periods (excluding advisory). If requested to teach a sixth period, substitutes will be paid one-fifth their daily rate for teaching the sixth period.

B. Half-Day Rate-A substitute certificated employee paid for each half day worked (or portion thereof) will be paid **\$ 110**. Half-day is defined as three and one half (3 1/2) hours or less.

C. Long-Term Rate-When a substitute assignment is to be made for 15 consecutive days or more for the same certificated employee, the substitute shall be paid an additional amount of **\$25** per day (non-retroactive) beginning with the fifteenth *consecutive* day. Beginning with the 61st consecutive day in the same assignment, the substitute will be paid his/her contract rate of pay. Use of Accrued paid sick leave will not constitute a break in service.

D. Teaching Permit for Statutory Leave (TPSL)/Credentialed (Preliminary or Clear) Substitute Teacher-Rate of pay for this assignment will be Class B, Step 1 of the Certificated Teacher Salary Schedule. Substitutes holding a TPSL permit/Teaching Credential and placed in an assignment not requiring a TPSL permit/ Teaching Credential will be paid **\$200** per day (30 days or less for general education assignments and 20 days or less for special education assignments).

E. Retired Oxnard School District Teacher Rate. Retired Oxnard School District teachers will be compensated at the rate of **\$235** per day

E. Administrative Substitute/Administrative Designee Pay. Administratively credentialed (or so qualified) teachers or certificated support personnel who are covering for an administrator will be compensated as follows:

a. Regular daily pay plus an additional two hours at the current schedule II hourly (put on separate time card)

b. Hours worked **in excess of 8 hours** for that day will be paid an additional \$50 per hour (also on the same separate time card as “a.” above – the substitute who covers the teacher’s class will receive his/her regular substitute rate of pay).

c. An administrator who covers **summer school** or **intersession** will be paid at his/her per diem rate.

c.1 A teacher or certificated support personnel with an administrative credential will be paid his/her agreed upon summer hourly pay rate.

If a teacher or certificated support personnel covers a site for a full day, but does not have an administrative credential, he/she will be paid for a minimum of 8 hours, at \$50.00 per hour, plus \$50.00 per hour for every hour over 8 hours.

F. Retired Administrators. Credentialed retired administrators will be paid at the rate of Elementary Principal assignment or Elementary Assistant Principal equivalent to the position covered. Please refer to the Certificated Management compensation plan.

G. Oxnard Supportive Services Association (OSSA) Substitute Pay. When a substitute is assigned for a regular OSSA position, the following will prevail:

- The district will first offer a substitute assignment to an available OSSA bargaining unit member.
- If the substitute is not credentialed in his/her field, the pay will be \$200 day, the current substitute teacher rate of pay.
- If the substitute is credentialed, the pay will be Step 1 of the OSSA salary schedule.

OXNARD SCHOOL DISTRICT

Administrative Procedures Effective: April 17, 2002; Revised: March 10, 2004; December 14, 2005;

Revised: August 30, 2017; June 4, 2018; December 4, 2019; August 3, 2022, **June 21, 2023**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 21, 2023

Agenda Section: Section D: Action Items

Approval of a Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Julio Cahue for the 2023-24 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a BCLAD Waiver, as described under Education Code 44265.3, for Julio Cahue to serve as a Dual Language Instruction (DLI) fifth grade teacher at Elm Street School for the 2023-24 school year until the employee receives a BCLAD.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 21, 2023

Agenda Section: Section D: Action Items

Approval of Provisional Internship Permit in Physical Education for Noemi Ayala for the 2023-24 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a *Provisional Internship Permit: Single Subject Physical Education* for **Noemi Ayala** to serve as a 6th – 8th grade Physical Education teacher at Lopez Academy, until employee completes a credential program and secures a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 21, 2023

Agenda Section: Section D: Action Items

Approval of New Job Description: Teacher on Special Assignment-School Site Support (Torres/DeGenna)

Under the supervision of the Principal, the School Site Support TOSA provides assistance with daily operations of the school site including supervision of students, supporting school site staff, curriculum planning, professional development, student supervision/behavior, and relations with parents. The School Site Support TOSA actively contributes to the success of their placement school and acts in alignment with the school administrative and leadership teams to create the school vision and priorities. The goal is to hire three (3) TOSA's to support the school sites.

In addition to their school-based performance goals, the School Site Support TOSA actively develops leadership skills and competencies; and actively seeks growth through participation in high-quality, meaningful formal and informal professional development, invaluable on the job training, transformative coaching, and cohort-based learning experiences with educational leaders across the Oxnard School District.

FISCAL IMPACT:

These positions will be funded from supplemental/concentration funds and the fiscal impact is estimated at a total of \$330,000.00 for the three positions, to be paid from Supplemental Concentration Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Associate Superintendent, Educational Services that the Board of Trustees approve the job description, as presented.

ADDITIONAL MATERIALS:

Attached: [TOSA School Site Support job description 06.21.2023 \(three pages\)](#)



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HUMAN RESOURCES

Teacher on Special Assignment-School Site Support

Position Summary: Under the supervision of the Principal, the School Site Support TOSA provides assistance with daily operations of the school site including supervision of students, supporting school site staff, curriculum planning, professional development, student supervision/behavior, and relations with parents. The School Site Support TOSA is committed to and actively contributes to the success of their placement school and act in alignment with the school administrative team and leadership team to create the school vision and priorities.

In addition to their school-based performance goals, the School Site Support TOSA actively develops leadership skills and competencies. They actively seek growth through participation in high-quality, meaningful formal and informal professional development, invaluable on the job training, transformative coaching, and cohort-based learning experiences with educational leaders across the Oxnard School District.

Essential Functions

Under the supervision of the school site principal, develop in the following skills (but will not oversee them):

1. Maintain school-wide focus on high standards of student achievement
2. Maintain curriculum standards; model OSD instructional guidelines
3. Manage process for analyzing data to increase student achievement
4. Coach and provide professional development opportunities related to the execution of effective instructional methods and programs
5. Work with parents to better serve students
6. Develop positive relationships within the school and OSD community
7. Assist with Discipline Procedures as directed by Principal
8. Actively participate in site and district teams/committees
9. Serves as administrative designee for IEP meetings and when all school administrators are off campus
10. Attends meetings and extracurricular activities at the request of the principal
11. Assists with pupil discipline and behavior management
12. Daily operations, facilities, safety, and administrative processes and address issues and problems that arise in a principle-centered, creative, thoughtful and ethical way



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HUMAN RESOURCES

13. Maintains confidentiality
14. Perform other duties as designated by the Principal

Required knowledge, skills & abilities:

1. Demonstrated commitment to students and learning
2. Experience with instructional leadership, including demonstrated knowledge of curriculum, instruction, assessment, and developing teachers
3. Excellent relationship-building and management skills
4. Strong problem-solving and consensus-building abilities
5. Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively and interact effectively with different audiences
6. Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple projects concurrently; ability to work as a team

Required Education, Credentials, and Experience

Minimum education:

- Master's degree (required)

Experience:

- 5+ years experience in a K-12 education setting (required)
- Evidence of previous site level leadership activities
- Participation in the District Leadership Academy (preferred)

Credentialing:

- Clear CA Teaching or PPS Credential (required)
- Certificate of Eligibility for Preliminary Administrative Services Credential or Preliminary Administrative Services Credential or current enrollment in Preliminary Administrative Services Credential Program (Preferred)



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HUMAN RESOURCES

What We Offer:

OSD offers a competitive salary commensurate with experience in a similar position. We offer a comprehensive benefits plan including dental and vision plans, a defined benefit pension plan, disability, life insurance, flexible spending account options and vacation time. We also offer an inclusive and equity-centered environment where we encourage staff to bring their whole selves to work.

Work Year: 183 days (OEA Teacher Work Year Calendar)

Salary: Placement on the appropriate step of OEA Salary Schedule

OXNARD SCHOOL DISTRICT: Board Policy Adopted:

The evaluation and assessment of performance of certificated personnel in this position will be conducted by the principal in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District Board Policy.

Oxnard School District is an equal opportunity employer. OSD fosters a climate of fair and equitable practices to all individuals regardless of age, color, race, ethnicity, group identification, national origin, religion, disability, sex, gender, sexual orientation or marital status.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: June 21, 2023

Agenda Section: Section D: Action Items

**Approval of New Job Description: Executive Director of Teaching and Learning
(Torres/DeGenna)**

The District is committed to improving the robust programs offered to all students districtwide. Changing the Director of Teaching and Learning position to an Executive Director of Teaching and Learning, with expanded responsibilities of staff supervision and oversight of the implementation of Universal TK, is a strategic decision that brings several advantages. Elevating the position to an executive level, provides greater influence and decision-making power, allowing for strategic leadership in shaping effective instructional practices and student success. By incorporating expanded staff supervision, the Executive Director can ensure cohesive and consistent support for teaching and learning initiatives. Additionally, overseeing the implementation of Universal TK demonstrates a commitment to inclusive education and creates an opportunity to promote equitable learning environments that meet the diverse needs of students.

FISCAL IMPACT:

Cost: \$5,126 from the General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Associate Superintendent, Educational Services that the Board of Trustees approve the job description, as presented.

ADDITIONAL MATERIALS:

Attached: [Executive Director Teaching Learning Job Description \(four pages\)](#)
[2023-24 Certificated Management Salary Schedule \(three pages\)](#)



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HUMAN RESOURCES

Executive Director, Teaching and Learning

Position Summary: To assist the Assistant Superintendent, of Educational Services substantially and effectively in the task of providing leadership in developing, achieving, and maintaining the best possible educational programs and services for all instructional programs. Administers the division and/or departments of which he/she has charge with maximum efficiency. Supervises directs and monitors the District's Teaching and Learning Team across all content areas including Universal Transitional Kindergarten.

Performance Responsibilities

1. Assist teachers and administrators in employing appropriate research-based strategies to ensure students achieve linguistically and academically in English and Spanish, including assistance in developing and using the best research-based instructional strategies, curriculum products, implementation plans, and assessment tools.
2. Assist the Assistant Superintendent, Educational Services with the evaluation and supervision of the performance of teachers to secure the continual improvement of the District's programs and services.
3. Attend board meetings, conduct and participate in a variety of meetings as assigned; provide formal and informal in-service personnel training; serve as a member of management's negotiation teams and attend related meetings and conferences.
4. Research, teach, and model best practices used to address the instructional needs of students.
5. Assist with the preparation of administrative rules, personnel actions, and status reports for the Assistant Superintendent, of Educational Services.
6. Provide instructional coaching and modeling to administrators and teachers to support the development of high-quality instructional pedagogy.
7. Provide feedback on unit plans, lesson plans, and formative assessments that align with the CCSS.
8. Devise comprehensive and efficient systems of record-keeping in accordance with the particular needs of his/her department and the policies, regulations, and laws affecting his/her department.



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9. Remain abreast of developments and innovations in the field by reading current and cogent literature, attending professional society and association meetings and conferences, and discussing the development and problems of mutual interest with others in the field.
10. Ability to work both collaboratively and independently; establish and maintain project deadlines.
11. Assist in monitoring the district's effectiveness and compliance with local, state, federal and court ordered requirements related to instruction.
12. Assist in implementing a balanced approach of direct teaching using authentic, literature-based reading and writing opportunities throughout the content areas in both English and Spanish.
13. Analyze student achievement data to inform decision-making.
14. Works with administrators to determine needs and professional development plans for the District's instructional programs.
15. Assist with district and school-wide initiatives.
16. Participates in Board meetings.
17. Provide direct support to site administrators.
18. Perform other duties as assigned by the Assistant Superintendent, Educational Services.

Qualifications

1. A Master's degree.
2. A valid and appropriate Clear Administrative Credential in compliance with the provisions of Title 5, California Administrative Code, Sections 80125-80127 and California Education Code, Section 44270.
3. Three years of successful, full-time administrative or supervisory experience.
4. A minimum of five years of successful, full-time classroom teaching experience, including Structured English Immersion, Transitional Bilingual Education, or Dual Language Immersion programs. The candidate should also have direct experience in K-8 grade ranges.



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5. Demonstrated ability to work effectively and harmoniously with administrators, teachers, and other staff.
6. Demonstrated ability to compile and write clear, concise district policies and procedures consistent with current law and the needs of the District.
7. Ability to meet district standards for physical and mental health.
8. Evidence of mature judgment and sensitivity to the personnel needs of the District based upon the racial/ethnic composition of the community, including state and federal laws.
9. Demonstrated ability to communicate effectively in written form and orally in both Spanish and English.
10. Satisfactory recommendations from a training supervisor or other professional who has observed the candidate's personal characteristic, scholastic achievement, and job-related performance.
11. Bilingualism and bi-literacy in English and Spanish desired.

Reports To: Assistant Superintendent, Educational Services

Supervises:

- 1) Secretarial and clerical staff as assigned
- 2) Designated administrators.
- 3) Certificated staff as assigned
- 4) Teachers on Special Assignment
- 5) Instructional Specialist

Evaluation:

The evaluation and assessment of the performance of the Executive Director of Teaching and Learning will be conducted by the Assistant Superintendent, Educational Services, in accordance with the provisions of California Education Code, Sections 44660-44665 and Oxnard School District Board Policy.

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities. The Oxnard School District encourages applications for employment from all persons regardless of race, religion, national origin, political affiliation, disability or sex.



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HUMAN RESOURCES

What We Offer:

OSD offers a competitive salary commensurate with experience in a similar position. We offer a comprehensive benefits plan including dental and vision plans, a defined benefit pension plan, disability, life insurance, flexible spending account options and vacation time. We also offer an inclusive and equity-centered environment where we encourage staff to bring their whole selves to work.

Work Year: 222 days

Salary: Appropriate placement on the management salary schedule.

OXNARD SCHOOL DISTRICT: Board Policy Adopted:

The evaluation and assessment of performance of certificated personnel in this position will be conducted by the principal in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District Board Policy.

Oxnard School District is an equal opportunity employer. OSD fosters a climate of fair and equitable practices to all individuals regardless of age, color, race, ethnicity, group identification, national origin, religion, disability, sex, gender, sexual orientation or marital status.

CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2023-24

(Effective 7-1-2023)

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

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 into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

Stipend for Doctorate: An annual stipend of \$1000 will be granted to management staff with an earned doctorate degree.

Anniversary Increments: Anniversary increments shall be added to the salary schedule of all 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: \$1,808, \$3,615, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall automatically adjust based upon future salary adjustments.

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.

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.

<i>Position</i>	<i>Work Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Executive Director, Teaching & Learning	222	\$148,143	\$161,470	\$176,002
		\$667.31	\$727.34	\$792.80
Director, Pupil Services	222	\$143,826	\$156,764	\$170,876
		\$647.87	\$706.14	\$769.71
Director, Special Education	222	\$143,826	\$156,764	\$170,876
		\$647.87	\$706.14	\$769.71
Director, School Performance & Student Outcomes	222	\$143,826	\$156,764	\$170,876
		\$ 647.87	\$ 706.14	\$769.71
Director, Teaching & Learning	222	\$143,826	\$156,764	\$170,876
		\$ 647.87	\$706.14	\$769.71
Director, Enrichment & Specialized Programs	222	\$143,826	\$156,764	\$170,876
		\$ 647.87	\$706.14	\$769.71
Director, Certificated Human Resources	222	\$143,826	\$156,764	\$170,876
		\$647.87	\$ 706.14	\$769.71
Manager, Special Programs	222	\$123,581	\$134,697	\$146,821
		\$556.67	\$606.74	\$ 661.36
Manager, Federal and State Grants	222	\$123,581	\$134,697	\$146,821
		\$556.67	\$606.74	\$ 661.36
Manager, Special Education	222	\$123,581	\$134,697	\$146,821
		\$556.67	\$606.74	\$ 661.36
Manager, Mathematics & Physical Education	222	\$123,581	\$134,697	\$146,821
		\$556.67	\$606.74	\$ 661.36
Manager, Equity, Family, & Community Engagement	222	\$123,581	\$134,697	\$146,821
		\$556.67	\$606.74	\$ 661.36

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.

SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM: 2023-24

(Effective 7-1-2023)

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

Preamble:

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a "salary schedule" as the District will pay for their expertise and competence from the outset. There is no need for additional "steps" as the District's policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District's interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

Annual Salary: An annual salary is earned during the period beginning August 1 and ending July 31.

Method of Payment: The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

Stipend for Doctorate: An annual stipend of \$1000 will be granted to site administrators with an earned doctorate degree.

Stipend for Bilingual Administrator: An Annual stipend of 2% of the site administrator's base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

Anniversary Increments: Anniversary increments shall be added to the salary schedule of all 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: \$1,808, \$3,615, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall automatically adjust based upon future salary adjustments. Retroactive to 7-1-2023

Credit for Out of District Management Experience: 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.

Implementation of Salary Schedule: Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

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

<i>Position</i>	<i>Work Days</i>	<i>Daily Rate</i>	<i>Annual</i>
Master Principal, Middle School/K-8	215	\$ 764.44	\$ 164,355
Master Principal, Elementary School	210	\$ 724.58	\$ 152,161
Master Assistant Principal, Middle School/K-8	210	\$ 661.33	\$ 138,879
Master Assistant Principal, Elementary School	205	\$ 661.33	\$ 135,573
Principal, Middle School/K-8	215	\$ 724.57	\$ 155,782
Principal, Elementary School	210	\$ 669.80	\$ 140,658
Assistant Principal, Middle School/K-8	210	\$ 646.36	\$ 135,736
Assistant Principal, Elementary School	205	\$ 646.36	\$ 132,504

Health and Welfare Benefits: Effective October 1, 2023, the District will make an annual contribution for all Certificated Management equivalent to that of OEA’s District contribution towards the premium for the following group health insurance programs:

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

Health and Welfare Benefits for Retirees: For any Certificated Management 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 Certificated Management employee 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.

Certificated Management hired on or after July 1, 2012 will not be eligible to receive District-paid retiree benefits.

Extended Sick Leave: During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate.

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Retirement Contribution Benefits: The District shall provide to Certificated 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: Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 21, 2023

Agenda Section: Section D: Action Items

Approval of Contract Amendments for Cabinet Level Employees (Aguilera-Fort)

The First Amendment to the Employment Agreements between the Oxnard School District and Valerie J. Mitchell, Assistant Superintendent, Business & Fiscal Services, and between the Oxnard School District and Dr. Natalia Torres, Assistant Superintendent, Human Resources, are presented herewith for the Board's consideration.

FISCAL IMPACT:

10% salary increase to the existing agreements

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve the First Amendment to the Employment Agreement between the Oxnard School District and Valerie J. Mitchell, Assistant Superintendent, Business & Fiscal Services, and the First Amendment to the Employment Agreement between the Oxnard School District and Dr. Natalia Torres, Assistant Superintendent, Human Resources, as presented

ADDITIONAL MATERIALS:

Attached: [1st Contract Amendment V Mitchell \(1 page\)](#)
[1st Contract Amendment N Torres \(1 page\)](#)

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD
SCHOOL DISTRICT AND VALERIE J. MITCHELL, ASSISTANT
SUPERINTENDENT, BUSINESS AND FISCAL SERVICES**

This First Amendment to the Employment Agreement (“First Amendment”) is made and entered into this 21st day of June, 2023 between the Oxnard School District (“District”) and Valerie J. Mitchell, Assistant Superintendent, Business and Fiscal Services (“Assistant Superintendent”). This First Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective January 1, 2023 as follows:

Article 1 Term

TERM OF AGREEMENT: The District hereby employs Valerie J. Mitchell as the District’s Assistant Superintendent for a term commencing January 1, 2023 and ending June 30, 2026, subject to the terms and conditions set forth herein.

Article 4 Salary

Article 4, Section 4.1.2 shall be added as follows:

4.1.2 The salary of the Assistant Superintendent shall be increased by ten (10) percent beginning on July 1, 2022¹.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____

Valerie J. Mitchell, Assistant
Superintendent, Business and Fiscal Services

¹ The retroactive increase will be applied to Ms. Mitchell’s salary as Interim Assistant Superintendent, Business and Fiscal Services from July 1, 2022 through December 31, 2022 and to the salary as Assistant Superintendent, Business and Fiscal Services beginning January 1, 2023.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND DR. NATALIA TORRES, ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

This First Amendment to the Employment Agreement (“First Amendment”) is made and entered into this 21st day of June, 2023 between the Oxnard School District (“District”) and Dr. Natalia Torres, Assistant Superintendent, Human Resources (“Assistant Superintendent”). This First Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective December 1, 2022 as follows:

Article 1 Term

- 1 TERM OF AGREEMENT: The District hereby employs Natalia Torres as the District’s Assistant Superintendent for a term commencing December 1, 2022 and ending June 30, 2026, subject to the terms and conditions set forth herein

Article 4 Salary

Article 4, Section 4.1.2 shall be added as follows:

- 4.1.2 The salary of the Assistant Superintendent shall be increased by ten (10) percent beginning on December 1, 2022.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____

Dr. Natalia Torres, Assistant
Superintendent, Human Resources

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (Aguilera-Fort)

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

- May 26, 2023 Special Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Minutes May 26 2023 Special Board Meeting \(4 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Jarely Lopez, Clerk
Rose Gonzales, Member
MaryAnn Rodriguez, Member
Monica Madrigal Lopez, Member

ADMINISTRATION

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

MINUTES SPECIAL BOARD MEETING Friday, May 26, 2023

11:00 AM - Open Meeting

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

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

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

President Robles-Solis called the meeting to order at 11:09 a.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, Veronica Robles-Solis, Monica Madrigal Lopez (via Zoom) and Jarely Lopez (via Zoom). Also in attendance were Superintendent Karling Aguilera-Fort and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Dr. Karling Aguilera-Fort, Superintendent, led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #22-202 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.4. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.5. Closed Session

The Board convened to closed session at 11:10 a.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Anticipated Litigation:

- 1 case

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

- Public Employee Appointment

- Superintendent

A.6. Reconvene to Open Session

The Board reconvened to open session at 12:38 p.m.

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

A.7. Report Out of Closed Session

President Robles-Solis reported on the following action taken in closed session:

Motion #22-203 Appointment of Dr. Anabolena DeGenna as Interim Superintendent Effective 2023-24 School Year, Pending Approval of Employment Agreement

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 12:40 p.m.

Motion to adjourn

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

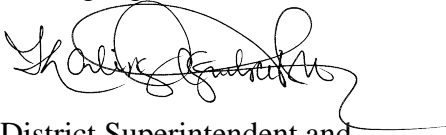
Moved To: Adjourn

Ayes: 3 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez

Absent: 2 – Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 21st day of June, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of May 26, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Revision to AR 5113 Absences and Excuses (DeGenna/Nocero)

The Board Policy AR 5113 Absences and Excuses has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted, and deleted language is indicated by strikethrough. The Board Policy will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees approve and adopt Board Policy AR 5113 Absences and Excuses as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5113 Absences And Excuses\(6 pgs\).pdf](#)

Regulation 5113: Absences And Excuses

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 09/18/2020 | Last Reviewed Date: 09/18/2020

Excused Absences

Subject to any applicable limitations, conditions or other requirements specified in this manual, student absences shall be excused for any of the following reasons:

1. Personal illness including absence for the benefit of the student's mental or behavioral health
Education Code 48005

2. Quorantine under the direction of county or city health officer Education Code 48005

3. Medical, dental, chiropractic service or physical therapy Education Code 48005

4. Attendance under services for a member of the student's immediate family Education Code 48005

Excused absences shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state Education Code 48005

5. Jury duty in the manner provided by law Education Code 48005

6. Illness or medical appointment of a child of whom the student is the custodial parent Education Code 48005

7. Court appearance or other requests by the court, including but not limited to: Education Code 48005

a. Appearance in court

b. Attendance under services

c. Observation of religious holiday or ceremony

d. Attendance at religious retreats for no more than four hours per semester

e. Attendance at employment conference

f. Attendance at educational conference of the legislature or judicial process ordered by a court or arbitrator

8. Service as a member of a civic board for an election pursuant to Elections Code 48000 Education Code 48005

9. Out of state if an immediate family member who is a civic duty member of the uniformed services as defined in Education Code 47700 has been called to duty or deployment, a combat zone or a combat support position or is on leave from or has immediately returned from such deployment Education Code 48005

Excused absences shall be granted for a period of time to be determined at the discretion of the superintendent or designee Education Code 48005

10. Attendance at student's graduation ceremony to become a titled teacher Education Code 48005

11. Participation in cultural ceremony or ethnic rites to the bisexuality, beliefs and traditions of a religious group or religious exercises or to receive

more than religious instruction or the student's place of worship or other suitable place away from school. Education Code 48005.4

For a middle school or high school student, elective civic or political education provided to the student during the school year does not constitute absence unless otherwise permitted by the superintendent or designee. Student's shall be limited to one such school day of absence per school year. Education Code 48005.

Participation in religious exercises or to receive more than religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church or denomination. Education Code 48004.

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in A.A.C. 33000. School day is not excused from school for this purpose of more than four days per school month. Education Code 48004.

4. or in the entertainment or allied industry. Education Code 48005.5

or for a student to attend or participate in the entertainment or allied industries for a period of more than five consecutive days. For this purpose student absence shall be excused for a maximum of up to five absences per school year. Excused absence shall be excused provided the student attends or participates in such activity and is absent for a period of no more than five consecutive days and up to five absences per school year. Education Code 48005.5

5. Participation in a community performance or a public school auditions. Education Code 48005.5

A student may be excused for up to five absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. Education Code 48005.5

Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances. (Education Code 48205, 48260)

For the purpose of the absences described above immediate family means the student's parent/guardian, brother or sister, grandparent or any other relative living in the student's household. Education Code 48005.

Method of Verification

Student absence to care for a child or whom the student is the custodial parent shall require a physician's note. Education Code 48005.

For other absences the student shall return to school following the absence. Resecond satisfactory explanation either in person or by written note verifying the reason for the absence. Absences shall be verified by the student's parent/guardian or other person having care or control of the minor or the student if 8 or older. Education Code 48005.5 CC 00

The absence is verified at the discretion or designee shall be notified prior to the date of the absence if possible.

The following methods may be used to verify student absences:

Written note, text or email or voicemail from parent/guardian or care/resecond

Confirmation in person or by telephone between the verifying employee and the student's parent/guardian or care/resecond employee shall subsequently record the following:

a Name of student

b Name of parent/guardian or care/responsible

c Name of verifying employee

d Date(s) of absence

e Reason for absence

Notice of the student's absence by the verifying employee or any other reasonable method of communication establishes the occurrence of the student's absence and the reasons stated on the employee's official documentation shall include the information specified in item (b) above.

4. Physician's Certification

a A written excuse of student for confidential medical services or verifying student's absence from district's records for the purpose of such absence may be requested from the medical office to confirm the time of the absence.

b The student's absence or chronic absence due to illness/district may require physician certification of any further student absences.

Parental Notifications

Approved by the school year or the appropriate date or desired school:

Notify parent/guardian of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship or other suitable places away from school properly designated by a religious group or curriculum of a religious organization. Education Code 49044.80

Notify student in grades 7 and the parent/guardian of all student enrolled in the district's school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. Education Code 49040

Notify parent/guardian of all student that a grade reduced or lose academic credit or any excused absence dismissed assignments and tests may not reasonably be provided or satisfactorily completed in a reasonable period of time. Education Code 49050, Education Code 49800

Policy Reference UPDATE

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5. All rights reserved.

Policy Reference Disclaimer:

These references are provided to be informational only and do not constitute the basis or authority for the board to establish policy. These references are provided as additional resources for those interested in the subject matter of the policy.

State

5 CC 4904

Description

Excused absence

5 CC 4904.80

Record of certification of absence due to illness and other causes

Ed Code 740

Employment of personnel to supervise and supervise superintendent

EdCode 700	cool mo
EdCode 7000	eed classes
EdCode 4000	errors oer dily eed
EdCode 40084050	Accorime
EdCode 4000	records eed <u>Aeed records</u>
EdCode 40004005	Abses
EdCode 40004000	Aeed i iiderre ed elemeary schools
EdCode 40404048	Aeed i iur i ed i schools
EdCode 48004808	Childre es 8 comulsory ullime eed
EdCode 48004800	Exclusio from eed
EdCode 48055	or ermiexcused bseceerime or llied idustries rictio i corroroierormi crs or rictio
EdCode 48404840	uerrisors o eed
EdCode 48004870	ru
EdCode 48000	Filii com d i s
EdCode 48004804	cool eed eeie boards
EdCode 48404840	imroemeosude eed
EdCode 48080	Preurdi o i i os
EdCode 4007	excused bses s cause o illi rde
EdCode 4070	Proisio o e rersie Comco Eduio o roruties or Military Childre
ElecCode 0000	ude rictio o rci boards
FormCode 0000000	Course by mi or or medic rme
Code 000505	Comulsory school eed
Code 0000005	biudly ru rors
Management Resources	Description
Attorney eed rictio	os:CAy e44 08
Attorney eed rictio	87 os:CAy e008 004
Courcesio	Americ Academy o Pediatrics e ullure e 0007 C4 07
CAA Publicio	imro r udeAcie eme by Addressi C roric Absce Policy rie eember 00
esie	CAA is rict Couy rce o Eduio ee rices
esie	CAA

Cross References

Code	Description
0450	Comprehensive Injury Plan
0450	Comprehensive Injury Plan
0470	Comprehensive Mijiorio Plan
0500	Emergencies And Disaster Preparedness Plan
0500	Emergencies And Disaster Preparedness Plan
400040	Employees Infectious Disease
400040	Employees Infectious Disease
400040	Employees Infectious Disease
5000	Concessions And Roles
5000	Preventions And Possibilities
5000	Preventions And Possibilities
500000	Exemptions From Attendance
500000	Exemptions From Attendance
500000	Exclusions From Attendance
500050	Open Closed Campus
500000	Chronic Absence And Frequency
500000	Chronic Absence And Frequency
5000000	Attendance Quersio
5000000	Discretionary Attendance Relief Board
5000000	Discretionary Attendance Relief Board
5000	Orders Evaluation And Action Items
5000	Orders Evaluation And Action Items
5000	Conduct
500040	Order Disruptions
500040	Order Disruptions
5040000	Administrative Medication And Monitoring Self Conditions
5040000	Administrative Medication And Monitoring Self Conditions
5040000	Infectious Diseases
5040000	Infectious Diseases

54	Bed Time
544	Suspension And Expulsion Due Process
544	Suspension And Expulsion Due Process
545	Prearrest Miranda Notifications
545	Prearrest Miranda Notifications
54	Married Prearrest Miranda Warnings
547	Proactive Prevention
00	Prearrest Miranda Warnings
00	Prearrest Miranda Warnings
	School Calendar
	School Day
	School Day
4	Economic and Religious Beliefs And Customs
4	Economic and Religious Beliefs And Customs
45	Extracurricular And Cocurricular Activities
45	Extracurricular And Cocurricular Activities
54	Home or Museum or
58	Independent Study
58	Independent Study
4	Guidance Counselor Services
7	Education of Children of Military Families
7	Education of Children of Military Families
7	Weekend and Holiday Classes
77	Summer Term Programs
8	Home And Distance Instruction
84	Continuing Education
84	Continuing Education
85	Community Day School
85	Community Day School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Revision to Board Policy AR 5131.41 Use of Seclusion and Restraint (DeGenna/Nocero)

The Board Policy AR 5131.41 Use of Seclusion and Restraint has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted, and deleted language is indicated by strikethrough. The Board Policy will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees approve and adopt Board Policy AR 5131.41 Use of Seclusion and Restraint as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5131.41 Use of Seclusion and Restraint\(5 pgs\).pdf](#)

Regulation 5131.41: Use Of Seclusion And Restraint

Status: ADOPTED

Original Adopted Date: 12/01/2018 | Last Reviewed Date: ~~12/03/01/2018~~2023 Last Revised
Date: 03/01/2023

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except to the limited extent authorized by law, as authorized by law when the behavior poses a clear and present danger of serious physical harm to the student, other students, or others on campus, and that cannot be immediately prevented by a less restrictive response.

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which

the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room
3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places his/her the staff member's body weight against the student's torso or back
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face
5. Place a student in a facedown position with the student's hands held or restrained behind the student's back
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be immediately prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

When used, seclusion or restraint shall not be applied for longer than is necessary to contain the dangerous behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any

signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

Seclusion or restraint may only be applied to a student with disabilities in accordance with rules specified in AR 6159.4 Behavioral Interventions For Special Education Students. Staff may not apply seclusion or restraint to students with disabilities based on assumptions or stereotypes about disabilities or students with disabilities or for behavior that would not result in restraint or seclusion for students without disabilities.

The superintendent or designee shall provide training to staff in the safe and effective use of seclusion and restraint as appropriate.

Documentation of Seclusion and Restraint

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. (Education Code 56521.1)

A behavior emergency report shall be completed and forwarded to the Superintendent or designee for review. This report shall include: (Education Code 56521.1)

1. The name and age of the student
2. The setting and location of the incident
3. The name of the staff or other persons involved
4. A description of the incident and the emergency intervention used
5. A statement of whether the student is currently engaged in a systematic behavior intervention plan
6. Details of any injuries sustained by the student or others, including staff, as a result of the incident

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students

subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 49001	Prohibition of corporal punishment
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 56520-56524	Behavioral interventions
Ed. Code 56521.1	Emergency interventions when behavior poses threat to student or others
Ed. Code 56521.2	Prohibited interventions
Gov. Code 7920.000 - 7930.170 215	California Public Records Act
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
Management Resources	Description
U.S. Department of Education Publication	Restraint and Seclusion: Resource Document, May 2012
U.S. Department of Education, Office of Civil Rights	Davis Joint Unified School District Resolution Agreement, OCR No. 09-19-5001, December 7, 2022
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	U.S. Department of Education

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct

5131.4	Student Disturbances
5131.4	Student Disturbances
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5144	Discipline
5144	Discipline

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Revision to AR 5144 Discipline (DeGenna/Nocero)

The Board Policy AR 5144 Discipline has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted, and deleted language is indicated by strikethrough. The Board Policy will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees approve and adopt Board Policy AR 5144 Discipline as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5144-Discipline\(10 pgs\).pdf](#)

Regulation 5144: Discipline

Status: ADOPTED

Original Adopted Date: 05/21/2014 | Last Revised Date: 09/18/2019 | Last Reviewed Date: 09/18/2019

Site-Level Rules

Site-level rules shall be consistent with state law and board policies and administrative regulations. Site-level disciplinary rules are critical or desirable shall solicit participation and advice of the representative selected by each of the following groups: Education Code 5144.5

- 1) Parents/guardians
- 2) Teachers
- 3) School administrators
- 4) School security personnel
- 5) For prior students enrolled in the school

Annually site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the superintendent or designee for inclusion in the comprehensive safety plan.

School rules shall be communicated to students clearly and in an appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules of students discipline. Education Code 5144.5

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies to address students in school and participate in the instructional program. Except for students whose behavior causes a danger to themselves or others or they commit a crime, crime, offense or other offense or act of suspension or expulsion is required by law, suspension or expulsion shall be used only if other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

- 1) Discussion or conference between school staff and the student and the student's parents/guardians
- 2) Referral of the student to the school counselor or other school support service personnel for case management and counseling
- 3) Collaboration of study, remedial, resource, peer or other intervention-related team to assess the behavior and develop and implement individual plan to address the behavior in partnership with the student and the student's parents/guardians
- 4) Referral to a community-based, psychological or psychoeducational assessment including for purposes of creating an individualized education program or section 504 plan
- 5) Enrollment in a program for addressing social behavior or other management
- 6) Participation in restorative justice program
- 7) A positive behavior support program in tiered interventions that occur during the school day

o campus

8) Participation in a social and emotional learning program increases students' ability to understand and manage emotions, develop self-control and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations calmly.

9) Participation in a program that is sensitive to the needs experienced by students focuses on students' behavioral and needs and addresses those needs in a proactive manner.

10) After-school programs address specific behavioral issues or expose students to positive activities and behaviors, including but not limited to those offered in collaboration with local or regional community groups.

11) Access restrictions provided in the section below entitled "Access Restriction."

12) After-school courses provided in the section below entitled "After School."

13) Community service is provided in the section below entitled "Community Service."

4) In accordance with board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities.

5) The same as the appropriate educational environment.

6) Suspension and expulsion in accordance with board policy and administrative regulation.

7) If by law or district policy other means of correction are required to be implemented before a student could be suspended or expelled, other means of correction implemented shall be documented and recorded in the student's records. Education Code 48-005.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The disciplinary student records be identified for special education and related services. The procedures specified in Administrative Regulation 5-44 – Suspension and Expulsion Process include that disabilities shall be applied. The student to be identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability. The district shall conduct an evaluation to determine if the student's disability requires an IEP or 504 Plan. C-4.

Recess Restriction

Teachers may restrict student recess time only if they believe this action is the most effective way to bring about improved behavior. The recess restriction involves the withholding of physical activity from a student. Teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1) The student shall be given adequate time to use the restroom and eat drink or evaluate the situation.

2) The student shall remain under a certified employee's supervision during the period of restriction.

3) The student teacher shall inform the principal of any recess restrictions imposed.

Detention After School

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day or until the departure of the school bus to which they have been assigned in accordance with 5 CC 07-5.

The student shall not be detained unless the principal or designee notifies the

Prearranged out-of-school activities shall remain under the supervision of certified employees during the period of departure. Out-of-school activities may be offered the choice of serving their departure on a voluntary manner either after school.

Community Service

As an alternative to disciplinary action, the board may require a student to perform community service during school hours or school grounds or provide a written permission of the student's parent/guardian of school grounds. Community service may include but is not limited to community or school outdoor beautification, community or campus beautification, teacher or youth assistance programs (Education Code 48000).

This community service option is available for a student who has been suspended or expelled pursuant to Education Code 48050 or otherwise recommended expulsion is not implemented or the expulsion is self-sustained. The student may be required to perform community service for the result of suspension pursuant to Education Code 48000.

Notice to Parents/Guardians and Students

At the beginning of the school year, the superintendent or designee shall notify parents/guardians in writing of the availability of district rules related to discipline (Education Code 48080).

The superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

Policy reference disclaimer: These references are provided to be for informational purposes only and do not indicate the basis or authority for the board to enact this policy. Additional resources for those interested in the subject matter of the policy.

State References

- 5 CC 07
- 5 CC 5
- Ci Code 74
- Ed Code 80885
- Ed Code 54
- Ed Code 55555
- Ed Code 555
- Ed Code 7
- Ed Code 448075
- Ed Code 480048
- Ed Code 48804885
- Ed Code 40054004
- Ed Code 4000455
- Ed Code 45504545
- Ed Code 50005077

Description

- Participation in school activities until departure of bus
- Departure after school
- Liability of parent/guardian for prohibited misconduct by minor
- <https://simblieboardsolutions.com/News/Fduius/Fduius>
- Cool safety plans
- Closed sessions
- Rules
- Cool-related discipline rules
- Recess classes
- Restriction from recess
- Expulsion and expulsion
- Prearranged out-of-school activities
- Exclusion and restriction
- Curious objects
- Meals for needy students
- Local control and accountability plan

Federal References

- 20 USC 40048
- 20 USC 74

Description

- Individuals with Disabilities Education Act
- Rehabilitation Act of 1973 Section 504

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Management Resources References

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- 4.58 [Employee Security](https://simblieboardsolutions.com/forums/threads/employee-security)
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- 5000 [Concepts And Roles](https://simblieboardsolutions.com/forums/threads/concepts-and-roles)
- 50.0 [Pre-implementation Possibilities](https://simblieboardsolutions.com/forums/threads/pre-implementation-possibilities)
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- 5.0005 [Employee Closed Comms](https://simblieboardsolutions.com/forums/threads/employee-closed-comms)
- 5.0000 [Colony Under-ersers](https://simblieboardsolutions.com/forums/threads/colony-under-ersers)
- 5.005 [Under-records](https://simblieboardsolutions.com/forums/threads/under-records)
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- 5.007 [Reduction Ceremonies Activities](https://simblieboardsolutions.com/forums/threads/reduction-ceremonies-activities)
- 5.000 [Conduct](https://simblieboardsolutions.com/forums/threads/conduct)
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- 5.0000 [Cully](https://simblieboardsolutions.com/forums/threads/cully)
- 5.0004 [Under-urban-ces](https://simblieboardsolutions.com/forums/threads/under-urban-ces)
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- 5.0005 [Individualism And Practice](https://simblieboardsolutions.com/forums/threads/individualism-and-practice)
- 5.0000 [Alcohol And Mer Rus](https://simblieboardsolutions.com/forums/threads/alcohol-and-mer-rus)
- 5.0000 [Alcohol And Mer Rus](https://simblieboardsolutions.com/forums/threads/alcohol-and-mer-rus)

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Excel 2010 Spreadsheet

<https://simbliebooksolutions.com/4/lu8F>

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Excel 2010 Workbook

<https://simbliebooksolutions.com/xsm/ExcelWorkbook>

5.48.1

Excel 2010 Workbook

<https://simbliebooksolutions.com/4/Mr4>

- 5.48 [More After School Programs](https://simbliebooksolutions.com/Cu/F/A0y/o/N/A)
- 45 [Extracurricular And Cocurricular Activities](https://simbliebooksolutions.com/u/4o/lus/m0)
- 45 [Extracurricular And Cocurricular Activities](https://simbliebooksolutions.com/5d/Alx/r/b)
- 45 [Athletic Communities](https://simbliebooksolutions.com/dr/E/E/ri/u/AAro/dA)
- 45 [Athletic Communities](https://simbliebooksolutions.com/7/8/b/18y/uc/7uM)
- 45.8 [Assemblies And Special Events](https://simbliebooksolutions.com/id/cu/E/N/r/F/c)
- 5 [Cool Coolest Sites](https://simbliebooksolutions.com/AN8/y/C)
- 5 [Cool Coolest Sites](https://simbliebooksolutions.com/M/NI/Adc/57r/F/4yxuc/8)
- 5.4 [Director Relations For Special Education Needs](https://simbliebooksolutions.com/i/4/x0/N/x/s/ouM/A/s)
- 54 [Desirey's Previews](https://simbliebooksolutions.com/u/PE/c/Mdei/8/orl)
- 4 [Dese's Technology](https://simbliebooksolutions.com/ils/C/o/M/lusmr/E745)
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- 4 [Guidance Counselor Services](https://simbliebooksolutions.com/N/db/E/e/lus/P/4A)
- 4 [Guidance Counselor Services](https://simbliebooksolutions.com/lus/N/N/lusbb/lusF)
- 4.5 [Dese's Access Points](https://simbliebooksolutions.com/0/c/4iy/xF/d/c)
- 4.5 [Dese's Access Points](https://simbliebooksolutions.com/y/0M8/e/u)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Revision to AR 5144.1 Suspension and Expulsion/Due Process (DeGenna/Nocero)

The Board Policy AR 5144.1 Suspension and Expulsion/Due Process has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted, and deleted language is indicated by strikethrough. The Board Policy will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees approve and adopt Board Policy AR 5144.1 Suspension and Expulsion/Due Process as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5144.1 Suspension and Expulsion-Due Process\(21 pgs\).pdf](#)

Regulation 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 05/00/04

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

- Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level
- Referral to a certificated employee designated by the principal to advise students
- Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, **so long as R** removal from a particular class **shall does** not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058 **11059**, alcoholic

beverage, or intoxicant of any kind (Education Code 48900(c))

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-~~11058~~11059, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented **the** same as ~~such~~ **a** controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))
13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, **287**, 288, **289, or former** 288a, or ~~289~~, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

Burn page means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

***Credible impersonation* means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))**

***False profile* means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))**

An electronic act is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out **the crime**. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

Suspension from Class by a Teacher

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act specified in Ed Code 48900 and listed as items #1-48 **19** under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When suspending a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, may be placed in any other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

~~Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)~~

This notice shall also:

- ~~Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date~~
- ~~State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student~~
- ~~Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1~~

Suspension by Superintendent, Principal, or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend a student found at school or at a school activity **away from school** to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required (Education Code 48915(c))

Suspension may be imposed upon a first offense if the Superintendent, principal, or designee determines that the student violated ~~items~~ **Items** # 1-5 listed in "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons or property. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension ~~or~~ **upon a student,**

including supervised suspension ~~upon a student~~, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school **or class**, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

☐ Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or principal's designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, **presented with and** the evidence against ~~him/her~~ the student, and given the opportunity to present **his/her the student's** version and evidence in support of ~~his/her~~ **the student's** defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists. An emergency situation involves a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, **both the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and student county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and if applicable, county social worker,** shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school **for the conference**. (Education Code 48911)

☐ Administrative Actions: All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

☐ Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, **or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable the county social worker, in person, by email, or by telephone or in person.** Whenever a student is suspended, the parent/guardian, **or if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker, and, if applicable, the**

county social worker, shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

4. In addition, the notice may state the date and time when the student may return to school.

5. Parent/Guardian Conference: Whenever a student is suspended, school officials may request conduct a meeting with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

~~If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)~~

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and if applicable the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference (Education Code 48911)

4 6. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

- a. The extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
- b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
- c. If the student involved is a foster youth or Indian child, the Superintendent or designee shall notify the district district's educational liaison for foster youth of the need to invite the student's foster youth's educational rights holder, attorney and a representative of the appropriate county child welfare agency social worker, or the Indian child's tribal social worker, or if applicable, the county social worker to attend the meeting. (Education Code 48853.5, 48911, 48918.1)
- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)
- e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board of Trustees may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion: Grades K-12" and Additional Grounds for Suspension and Expulsion:

Grades 4-12," above and within the limits specified in "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to an on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

- The supervised suspension classroom shall be staffed in accordance with law.
- The student shall have access to appropriate counseling services.
- The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
- 4□ The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and if applicable, county social worker, in person, by email or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal or the Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

- Causing serious physical injury to another person, except in self-defense
- Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
- Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, 11059, except for:
 - a. ~~the~~ **The** first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
 - b. **The student's possession of over-the-counter medication for use by the student for medical purposes**

c. Medication prescribed for the student by a physician

- 4☐ Robbery or extortion
- 5☐ Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense for which the student may be expelled, the Superintendent, principal, or designee shall offer the student and the student's parent/guardian, or when applicable, other person holding the right to make educational decisions for the student, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918 has been given.

The stipulation agreement shall be in writing and shall be signed by the student and ~~parent/guardian~~ the student's parent/guardian, or when applicable, the person holding the right to make educational decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and ~~parent/guardian~~, the student's parent/guardian, or when applicable, the person holding the right to make educational decisions for the student, shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

- Receive five days' notice of his/her scheduled testimony at the hearing
- Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
- Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

- The date and place of the hearing.
- A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
- A copy of district disciplinary rules which relate to the alleged violation.
- 4 Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment.

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

- 5 The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

- The right to inspect and obtain copies of all documents to be used at the hearing.
- 7 The opportunity to confront and question all witnesses who testify at the hearing.
- 8 The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Additional Notice of Expulsion Hearing for Foster Youth, and Homeless Students, and Indian Children

If the student facing expulsion is a foster student or Indian child, the Superintendent or designee shall also send notice of the hearing to the student's foster youth's educational rights holder, attorney, and a representative of an appropriate child welfare agency county social worker, or the Indian child's tribal social worker, and if applicable, county social worker, at least 10 calendar days

prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 **calendar** days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

☐ **1.** Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

☐ **3.** Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

☐ **4.** Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in ~~item #4~~ **Item #6** below. (Education Code 48918(i))

☐ **5.** Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for

Suspension and Expulsion: Grades K-12" and Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

6. Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. 7. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - iii. The person conducting the hearing may:
 - A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - B. Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - C. Permit one of the support persons to accompany the complaining witness to the witness stand

8. Decision: The Board's decision as to whether to expel a student shall be made within 40

school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e)).

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "Mandatory Recommendation and Mandatory Expulsion" listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date

when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

- Periodic review, as well as assessment at the time of review, for readmission
- Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

- The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
- The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
- Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
- 4 Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
- 5 Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

- The student's pattern of behavior
- The seriousness of the misconduct
- The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program.

The suspension of the enforcement of an expulsion shall be governed by the following:

- The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
- During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

- The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
- 4□ When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
- 5□ Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
- The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the time of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915. (Education Code 48918(j))
- 7□ Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Right to Appeal

The **if a student is expelled from school, the** student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students or nonstudents regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

- Appropriately prepared to accommodate students who exhibit discipline problems

- ☐ Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
- ☐ Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in ~~items~~ **Items** #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and ~~items~~ **Items** #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

- ☐ The Superintendent or designee shall hold a conference with the **student's parent/guardian, or other person holding the right to make educational decisions for the student**, and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and the **student's parent/guardian, or other person holding the right to make educational decisions for the student** shall be asked to indicate in writing their willingness to comply with these regulations.
- ☐ The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the **student's parent/guardian, or other person holding the right to make educational decisions for the student**, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
- ☐ If the readmission is granted, the Superintendent or designee shall notify the student and **the student's parent/guardian, or other person holding the right to make educational decisions for the student**, by registered mail, of the Board's decision regarding readmission.
- 4☐ The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
- 5☐ If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
- ☐ The Board shall provide written notice to the expelled student and **the student's parent/guardian, or other person holding the right to make educational decisions for the student**, describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (~~Education Code 48916~~)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including the specific

cause(s). (Education Code 48900.8)

The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

CCP. 1985-1997
Civ. Code 47
Civ. Code 48.8
Ed. Code 17292.5
Ed. Code 1981-1981.5
Ed. Code 212.5
Ed. Code 233
Ed. Code 32261
Ed. Code 35145
Ed. Code 35146
Ed. Code 35291
Ed. Code 35291.5
Ed. Code 48645.5
Ed. Code 48660-48666
Ed. Code 48853.5
Ed. Code 48900-48927
Ed. Code 48950
Ed. Code 48980
Ed. Code 49073-49079
Ed. Code 52052
Ed. Code 52060-52077
Ed. Code 64000-64001
Ed. Code 8239.1
Gov. Code 11455.20
Gov. Code 54950-54963
H&S Code 11014.5
H&S Code 11053-11058
Lab. Code 230.7
Pen. Code 240
Pen. Code 241.2
Pen. Code 242
Pen. Code 243.2
Pen. Code 243.4
Pen. Code 245
Pen. Code 245.6
Pen. Code 261
Pen. Code 266c
Pen. Code 286
Pen. Code 288
Pen. Code 288a
Pen. Code 289
Pen. Code 31

Description

[Production of evidence; means of production](#)
[Privileged communication](#)
[Defamation liability](#)
Program for expelled students
Enrollment of students in community school
Sexual harassment
Hate violence
Interagency School Safety Demonstration Act of 1985
Open board meetings
Closed sessions regarding suspensions
Rules (for government and discipline of schools)
Rules and procedures on school discipline
Former juvenile court school students; enrollment
Community day schools
Foster youth
Suspension and expulsion
Speech and other communication
Parent/Guardian notifications
Privacy of student records
Numerically significant student subgroups
Local control and accountability plan
Consolidated application
Prohibition against expulsion of preschool student
Contempt
The Ralph M. Brown Act
Drug paraphernalia
Standards and schedules
Employee time off to appear in school on behalf of a child
Assault defined
Assault fines
Battery defined
Battery on school property
Sexual battery
Assault with deadly weapon
Hazing
Rape defined
Unlawful sexual intercourse
Sodomy defined
Lewd or lascivious acts with child under age 14
Oral copulation, defined
Penetration of genital or anal openings
Principal of a crime, defined

Pen. Code 417.27
Pen. Code 422.55
Pen. Code 422.6
Pen. Code 422.7
Pen. Code 422.75
Pen. Code 626.10
Pen. Code 626.2

Pen. Code 626.9
Pen. Code 868.5
W&I Code 729.6

Federal

18 USC 921
20 USC 1415(K)
20 USC 7961
42 USC 11432-11435

Management Resources

Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision
U.S. DOE, Office for Civil Rights
Publication
Website
Website

Website
Website
Website
Website

Notice

Unique Policy

Laser pointers
Definition of hate crime
Crimes, harassment
Aggravating factors for punishment
Enhanced penalties for hate crimes
Dirks, daggers, knives, razors, or stun guns
Entry upon campus after written notice of suspension or dismissal without permission
Gun-Free School Zone Act of 1995
Supporting person; attendance during testimony of witness
Counseling

Description

Definitions, firearm
Placement in alternative educational setting
Gun-free schools
Education of homeless children and youths

Description

80 Ops.Cal.Atty.Gen. 348 (1997)
80 Ops.Cal.Atty.Gen. 85 (1997)
80 Ops.Cal.Atty.Gen. 91 (1997)
84 Ops.Cal.Atty.Gen. 146 (2001)
Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118
Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807
John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
[CSBA District and County Office of Education Legal Services](#)
[U.S. Department of Education, Office of Safe and Healthy Students](#)
[California Attorney General's Office](#)
[California Department of Education](#)
[CSBA](#)
[U.S. Department of Education, Office for Civil Rights](#)

Description

This policy is unique to the district/COE and is not connected to an existing CSBA sample policy or included in regular quarterly updates from CSBA.

Cross References

Code

0450
0450
0460
0460
1114

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Local Control And Accountability Plan](#)
[Local Control And Accountability Plan](#)
[District-Sponsored Social Media](#)

1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids

5131.7	<u>Weapons And Dangerous Instruments</u>
5131.7	<u>Weapons And Dangerous Instruments</u>
5137	<u>Positive School Climate</u>
5138	<u>Conflict Resolution/Peer Mediation</u>
5142	<u>Safety</u>
5142	<u>Safety</u>
5144	<u>Discipline</u>
5144	<u>Discipline</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</u>
5144.4	<u>Required Parental Attendance</u>
5144.4	<u>Required Parental Attendance</u>
5145.12	<u>Search And Seizure</u>
5145.12	<u>Search And Seizure</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E(1)	<u>Parent/Guardian Notifications</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>
5145.71	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.71-E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.9	<u>Hate-Motivated Behavior</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.8	<u>Assemblies And Special Events</u>
6153	<u>School-Sponsored Trips</u>
6153	<u>School-Sponsored Trips</u>
6154	<u>Homework/Makeup Work</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6161.2	<u>Damaged Or Lost Instructional Materials</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E(1)	<u>Student Use Of Technology</u>
6164.6	<u>Identification And Education Under Section 504</u>
6164.6	<u>Identification And Education Under Section 504</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E(1)	<u>Education For Homeless Children</u>
6173-E(2)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6185	<u>Community Day School</u>
6185	<u>Community Day School</u>

9000
9321
9321-E(1)
9321-E(2)
9322

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[Closed Session](#)
[Closed Session](#)
[Closed Session](#)
[Agenda/Meeting Materials](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Revision to AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities (DeGenna/Jefferson)

The Board Policy AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted, and deleted language is indicated by strikethrough. The Board Policies will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Special Educational Services that the Board of Trustees approve and adopt Board Policy AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5144.2 - Suspension And Expulsion_Due Process \(Students With Disabilities\) \(11 pgs\).pdf](#)

removal is made or evaluation of student during the time period in which the student is subject to disciplinary measures pursuant to 4 CFR 100.5.0 the evaluation shall be conducted immediately after the evaluation is completed the student shall remain in the education placement determined by school authorities 4 CFR 100.5.4

Suspension

The number of days or days may suspended student with disability for up to 10 consecutive school days or single incident misconduct or up to 10 cumulative school days in school year or less the number of suspensions does not constitute consequence pursuant to 4 CFR 100.5.0 Education Code 48.0 4 CFR 100.5.0

The principal or designee shall monitor the number of days including or including days in which student with disability denied education program EPs been suspended during the school year

48.0 Individualized Education Program

The number of days or days designee districts shall determine on a case by case basis whether removal or removals of student from the student's current education placement or disciplinary reasons constitutes consequence of consequence A consequence shall be deemed to have occurred under either of the following any of the following circumstances: 4 CFR 100.5.0

The removal is for more than 10 consecutive school days

The student has been subjected to a series of removals that constitute a pattern because of the following:

The series of removals for more than 10 school days in school year

Because student behavior is substantially similar to the student's prior behavior in previous incidents that resulted in the series of removals

Additional factors such as the length of the removal or removal time the student has been removed and the proximity of the removals to one another indicate consequence of consequence

The student's removal is not been determined to be a consequence of consequence specified in items (b) above the student's EP team shall determine the appropriate educational services such services shall be designed to enable the student to continue to participate in the general education curriculum in order to progress toward meeting the goals set out in the student's EP and to address the student's behavior goal so that does not recur 4 CFR 100.5.0

Services during suspension

Any student suspended for more than 10 school days in the same school year shall continue to receive services during the term of the suspension school personnel in consultation with the student's parents shall determine the extent of services needed as provided in 4 CFR 100.0 so as to enable the student to continue to participate in the general education curriculum in order to progress toward meeting the goals set out in the student's EP 4 CFR 100.5.0

The EP of student with disability requires the district to provide the student with is excluded from school bus routes or the district student shall be provided the student with appropriate form of transportation to the student or is the student's transportation the student

Modifies the determination of the: immediately if possible but in no case later than 30 school days after the date the decision to take disciplinary action is made modifies the determination relief shall be made on the relation to be between the student's disability and the behavior subject to the disciplinary action 0 0 C 4.5 E 4 CF 00.5.0

The student is foster you or disabled child foster you's education rights older or ley or county social worker or the disabled child's tribal social worker and applicable county social worker shall be invited to participate in the modifies the determination relief Education Code 48.5.5

When the modifies the determination relief the district the student care coordinator relevant members of the IEP team is determined by the district care coordinator relief all relevant information in the student file including the student IEP any teacher observations any relevant information provided by the care coordinator to determine whether the conduct in question is either of the following: 0 0 C 4.5 E 4 CF 00.5.0

Caused by or is a direct substantial relationship to the student's disability

A direct result of the district's failure to implement the student IEP in a case the district shall take immediate steps to remedy those deficiencies

The modifies the determination relief team determines whether or not the above conditions apply the student's conduct shall be determined to be a modifies the determination of the student's disability 0 0 C 4.5 E 4 CF 00.5.0

The determination of behavior is a Modifies the determination of the student's disability: the student's conduct shall be determined to be a modifies the determination of the student's disability the IEP team shall conduct a functional behavior assessment unless a functional behavior assessment has been conducted before the occurrence of the behavior that resulted in the conduct of discipline and shall implement behavior intervention plan for the student's behavior intervention plan already been developed the IEP team shall review the behavior intervention plan and modify it as necessary to address the behavior 0 0 C 4.5 F 4 CF 00.5.0

The student shall be returned to the placement from which he or she was removed unless the care coordinator and district superintendent or designee agree to continue placement or to make modification of the behavior intervention plan 0 0 C 4.5 F 4 CF 00.5.0

4.5.4 Behavior Intervention or Special Education students

The determination of behavior is No Modifies the determination of the student's disability: the modifies the determination of the determination relief team determines whether the student's behavior is a modifies the determination of the behavior is determined whether the student's conduct is a modifies the determination of the disability the student may be disciplined in accordance with the procedures for student individual disabilities to determine the student IEP team shall determine services necessary to enable the student to participate in the general education curriculum in order to be able to progress toward meeting the goals set out in the IEP 0 0 C 4.5 E 4 CF 00.5.0

The student shall receive services to the extent necessary to participate in the general education curriculum in order to be able to progress toward meeting the goals set out in the IEP As a priority the student also shall receive functional behavior assessment and behavior intervention services and modifications that are designed to address the behavior violation so that it does not recur 0 0 C 4.5 E 4 CF 00.5.0

4.5.8 due diligence

4.5.85 Community Day School

Due Process Appeals

The appropriate district disagrees with any district decision regarding placement under 4 CF 00.500 suspension and removal or disciplinary circumstances. If 4 CF 00.500 interim alternative placement or the matter is to be determined under 4 CF 00.500, the parent or the appropriate district may appeal the decision by requesting a hearing. The appropriate district may request a hearing if the district believes that the student's current placement is substantially likely to result in injury to the student or others. The order to request a hearing may be filed in compliance with 4 CF 00.507 and 00.508 and 00.500 of C 4.500004 CF 00.500.

A hearing is requested as specified above. The appropriate district or the district shall provide an opportunity for an expedited due process hearing consistent with requirements specified in 4 CF 00.507, 00.508, and 00.500 of C 4.500004.

The student's appropriate district or the district shall provide a due process hearing under 4 CF 00.500 as detailed above. The student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the appropriate district and district agree otherwise. C 4.500004 CF 00.500.

Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students with disabilities. The appropriate district shall review and, as necessary, modify the student's IEP.

Suspension or Expulsion

Decision Not to Enforce Expulsion Order

The appropriate district shall consider criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. Educ. Code 4807.

Notification to Law Enforcement Authorities

The enforcement notification requirements for students with disabilities shall be the same as those specified for all students in A 504 and Suspension and Expulsion Process.

The appropriate district required notification concerning a student with disabilities to any law enforcement officer or designated shall require the law enforcement officer to certify in writing that the district will not disclose the student's information or records. The appropriate district shall not disclose the student's information or records to any other person without the prior written consent of the student's appropriate district. Educ. Code 4007.

C 5007 - e - o - s - d - e - r - o - u - s - s - r - u - m - e - s

Report to County Superintendent of Schools

The appropriate district or designee shall report to the County Superintendent of Schools if the appropriate district's student has been expelled or suspended for more than 10 school days. The report shall include the student's name, address, the reason for the action. Educ. Code 4800.

Procedures for Students Not Yet Eligible for Special Education Services

A student who is not determined to be eligible for special education and related services shall not be referred to the district's code of student conduct by a teacher unless a parent or guardian under IDEA is notified and informed of the student's disability. 04CFR 200.544

Knowledge shall be given the occurrence of the behavior which is the disciplinary action of the school occurred: 04CFR 200.544

1. The parent/guardian or representative expressed concern to district/superintending or administrator or teacher of the student or the student is in need of special education or related services
2. The parent/guardian requested enrollment of the student for special education or curriculum 04CFR 200.544 or 4CFR 200.0000
3. The teacher of the student or other district personnel expressed specific concerns directly to the district director of special education or other supervisory district personnel about the behavior demonstrated by the student

Whenever the district shall not be deemed to have notified the student's disability if the student is referred to the district's code of student conduct or is referred to special education services or is referred to special services or other enrollment the student curriculum 4CFR 200.0000 the district determined that the student is not individually identified disability. 04CFR 200.544

The district is deemed to have notified the student's disability if the student shall be disciplined in accordance with procedures established for students with disabilities to ensure it is comparable behavior. 04CFR 200.544

Request is made for enrollment of student during the time period in which the student is subject to disciplinary measures curriculum 4CFR 200.544 the enrollment shall be conducted in expedited manner until the enrollment is completed the student shall remain in the education determined by school authorities. 04CFR 200.544

Policy Reference Disclaimer:

These references are intended to be appropriate policy isel or do they indicate the basis or authority for the board to enact this policy. These references are provided as additional resources for those interested in the subject matter of the policy.

State	Description
EdCode 544	Closed sessions regarding suspensions
EdCode 5000	Rules of operation board
EdCode 4800	Reports of occurrence of the disabled student
EdCode 48855	Foster youth and Indian child's representatives' right to receive notices
EdCode 4800485	Suspension and exclusion
EdCode 407	Access to student records
EdCode 5000	Special education legislative findings and declarations
EdCode 5000	Education needs requirements
EdCode 5000	Developmental or revision of individualized education program
EdCode 5000	Developmental education assessment
EdCode 5040547	Individualized education program teams

EdCode 50505	Free Trial
EdCode 55000	Behavioral Interventions
PeCode 45	Assaultive deadly weapon
PeCode 00000	Firearm offenses or sports
PeCode 0000	Every year campus letter write notice of suspension or dismissal involvement
PeCode 0000	Free School Code Act 0005
Federal	Description
8 C 005	Serious bodily injury
8 C 00	Offenses
0 C 400	Eligibility
0 C 444	Eligibility determination of individualized education programs and education placement
0 C 445	Procedural safeguards
0 C 800	Controlled substances
0 C 744	Eligibility Act 0007 section 504
4 CF 0405	Education and placement
4 CF 0400	Procedural safeguards
4 CF 000000808	Assistance to states for the education of students with disabilities
4 CF 005000057	Discipline procedures
Management Resources	Description
Courdecisio	Ohio Code 88484 00005
Courdecisio	MIP order of board of reformation in school district 04858 F000044
Courdecisio	Parents include Puyallup school district 04 Cir FD 48
Courdecisio	Contract cases 00554 0004
Federal Register	Rules and regulations August 0000007 Number 5 0000 45004845
Education Department Public	Letter Comment on Letter Authority to determine Letter Conducts of children of Code of Conduct only 00
Education Department Public	Letter Colleague Letter on Authority the Needs of students with disabilities only 00
Education Department Public	Letter Colleague Letter on Authority the Needs of students with disabilities only 00
Education Department Public	Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions, July 2022

<p>Office of Special Education Services Public</p> <p>Office of Administrative Services</p> <p>Washington State Department of Education Public</p> <p>Washington State Department of Education Public</p> <p>Website</p> <p>Website</p> <p>Website</p> <p>Website</p>	<p>Positive Practice Approaches to Supporting Children's Disabilities: A Guide for Parents and Family</p> <p>Pre-Fairfield Unified School District Case No. 0000007</p> <p>Families Supporting Students with Disabilities and Avoiding the Discriminatory Use of Exclusionary Discipline under Section 504 of the Rehabilitation Act of 1973</p> <p>Supporting Students with Disabilities and Avoiding the Discriminatory Use of Exclusionary Discipline under Section 504 of the Rehabilitation Act of 1973</p> <p>Clark County Office of Education Special Services</p> <p>Washington State Department of Education Office of Special Education Services</p> <p>Clallam County Office of Education Special Education</p> <p>Washington State Department of Education Office for Civil Rights</p>
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Cross References

Code

- 0400
- 0400
- 0450
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- 5004**
- 5400
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- 4008
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- 4058
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Description

Description

- [Comprehensive Local Plan for Special Education](#)
- [Comprehensive Local Plan for Special Education](#)
- [Comprehensive Policy Plan](#)
- [Comprehensive Policy Plan](#)
- [Local Control and Accountability Plan](#)
- [Local Control and Accountability Plan](#)
- Drug And Alcohol Free Schools - <https://simbli.eboardsolutions.com/SU/ryiOKslshMplusW4HslshslshWMh5sSZ1w==>**
- [Resources for Students with Disabilities](#)
- [Resources for Students with Disabilities](#)
- Dismissal/Suspension/Disciplinary Action - <https://simbli.eboardsolutions.com/SU/1fenJxnTqXT1BhlvWdeWA==>**
- Dismissal/Suspension/Disciplinary Action - <https://simbli.eboardsolutions.com/SU/L6i9RwB51Lbplusbn135tH3Bg==>**
- [Employee Security](#)
- [Employee Security](#)
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- [Employee Security](#)

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Required Parental Attendance -

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0045	Extracurricular And Cocurricular Activities
0045	Extracurricular And Cocurricular Activities
004500	Athletic Committee
004500	Athletic Committee
0050	Individualized Education Program
0050	Individualized Education Program
005000	Procedures Records And Commissions For Special Education
005000	Procedures Records And Commissions For Special Education
005000	Appointment Scheduling Procedures For Special Education Needs
005000	Appointment Scheduling Procedures For Special Education Needs
00504	Behavioral Interventions For Special Education Needs
00004	Guidance Technology
00004	Guidance Technology
00004 E P F 000	Guidance Technology
00044	Identification And Evaluation of Individuals For Special Education
00044	Identification And Evaluation of Individuals For Special Education
00045	Guidance Teams
00045	Guidance Teams
000400	Identification And Education Order Section 504
000400	Identification And Education Order Section 504
0070	Education For Homeless Children
0070	Education For Homeless Children
0070 E P F 000	Education For Homeless Children
0070 E P F 000	Education For Homeless Children
007000	Education For Foster Home
007000	Education For Foster Home
0084	Continuation Education - https://simbli.eboardsolutions.com/SU/3Ht4rBWGplusXBfB2lhozFRg==
0084	Continuation Education - https://simbli.eboardsolutions.com/SU/KkY8miqdW4plusznm6ryYow7Q==
0085	Community Day School - https://simbli.eboardsolutions.com/SU/m8dwsIshTAyjm6k58NpbUxTJA==
0085	Community Day School - https://simbli.eboardsolutions.com/SU/4lhiHc7rwaMmB800XOzt3A=

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Closed Session -

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Revision to Board Policies BP/AR 6173 Education for Homeless Children (DeGenna/Nocero)

The Board Policies BP/AR 6173 Education for Homeless Children has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted, and deleted language is indicated by strikethrough. The Board Policies will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees approve and adopt Board Policies BP/AR 6173 Education for Homeless Children as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 6173 Education For Homeless Children\(11 pgs\).pdf](#)
[BP 6173 Education For Homeless Children\(8 pgs\).pdf](#)

Personnel and program resources and coordinated activities in other entities and agencies

6) Ensure homeless students **experience homelessness** enroll in and complete full and equal opportunity to succeed in district schools

7) Ensure homeless families and children and youth **students experience homelessness** have access to and receive educational services for which they are eligible including services through Head Start, Early Head Start, programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act and other preschool programs administered by the district

8) Ensure homeless families and students **experience homelessness** receive referrals to child care services, dental services, mental health and substance abuse services, housing services and other appropriate services

9) Form parents/guardians are informed of the educational and related opportunities available to their children and ensure they are provided with meaningful opportunities to participate in the education of their children

10) Disseminate notice of the educational rights of homeless students **experience homelessness** in locations requested by parents/guardians of homeless children and youth **students experience homelessness** and by unaccompanied youth including schools, family shelters, public libraries and other relief agencies. Such notices shall be preserved in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth

11) Medical enrollment disputes in accordance with the "Resolved Enrollment Disputes" below

12) Parents/guardians are fully informed of homeless **Fully inform parents/guardians of students experience homelessness** and unaccompanied youth of all rights and services including rights and services to the school of origin and assistance in accessing rights and services to the school of choice

13) Ensure **Offer annual training related to the district's homeless education program** policies to school personnel provided to provide services to homeless students **experience homelessness** including principals and other school leaders and office managers. Trainers are rollment personnel and specialized instructional support personnel receive to ensure such employees are informed of all applicable professional development and other support **the services provided by the district in support of homeless students**

14) Ensure unaccompanied youth are enrolled in school and opportunities to meet the same college and state academic standards established for other students and are informed of their status as independent students under 20 USC 1087 and they may receive assistance from the district in order to receive certification of their independent students status for purposes of applying for federal student aid pursuant to 20 USC 1010

15) Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of educational and related services to homeless students **experience homelessness** including the provision of comprehensive data to the state coordinator as required by law

16) Additional notified pursuant to Education Code 4808 the district shall assist in the notification or re-enrollment of homeless students **experience homelessness** who is under 18 and disciplinary proceedings that could result in **is after the student's** expulsion or notified pursuant to Education Code 48055 the district shall participate in an individualized education program team meeting to make a determination regarding the behavior of the student in a disability

The uniformed or designated shall inform homeless children and youth **students experience homelessness** their parents/guardians, school personnel, service providers and agencies for homeless families of the duties of the district's liaison **the uniformed or designated** shall also provide the same and coordinate information of the district's liaison to the California Department of Education (CDE) or publish in the CDE's web site 49 CFR 400

Enrollment

The district shall make placement decisions for homeless students **exercising homeless** based on the student's best interests **Educ. Code 48850 4 C 4**

The district shall make placement decisions for homeless students **exercising homeless** shall to the extent possible be placed in either the school of origin unless is the student's preference or the unaccompanied youth requests otherwise **Educ. Code 48850 7 4 C 4**

The district shall make placement decisions for homeless students **exercising homeless** shall to the extent possible be placed in either the school of origin unless is the student's preference or the unaccompanied youth requests otherwise **Educ. Code 48850 7 4 C 4**

Such factors may include but are not limited to the age of the student, the distance of the commute and the impact on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely re-enrollment at school placement facilities and the time remaining in the school year.

Placement decisions shall be based on the best interests of homeless students **exercising homeless** lives in either homeless shelter or has been temporarily placed elsewhere **4 C 4**

In the case of an unaccompanied youth, the District's liaison shall assist in placement enrollment decisions give priority to the needs of the student and provide notice to the student's parent or guardian **4 C 4**

The district shall make placement decisions for homeless students shall to the extent possible be placed in either school of origin unless the student's preference or the unaccompanied youth requests otherwise **Educ. Code 48850 7 4 C 4**

Once placement decisions have been made the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if the student **Educ. Code 48850 48850 7 4 C 4**

- the student's outstanding fees, fines, textbooks or other items or monies due to the school is satisfied
- the student does not possess clothing normally required by the school such as school uniforms
- the student is unable to produce records normally required for enrollment such as previous academic records, proof of residency and records of immunization and other required health records

4. If a student misses notification or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school if satisfied by the student to obtain the relevant records the student needs to obtain immunizations or does not possess immunization or other required health records the principal or designee shall refer the parent/guardian to the district liaison or homeless student district liaison shall assist the parent/guardian or the student if the student is unaccompanied youth to obtain the necessary immunization screening records for the student **4 C 4**

The student is placed in school other than the school of origin or the school requested by the student's preference or the student's unaccompanied youth if the principal or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement

reordining the residence of the student decision 404C 404

A homeless student or subseque... in the residence of a student experience... homeless... the student's school of origin for the duration of the homeless... Educio Code 48857404C 404

To ensure homeless student experience homeless... be be in curriculum... is the student's peers in accordance in the established feeder patterns... Educio Code 48857404C 404

- the student is residing be be grade levels... the student will be allowed to continue in the same grade level
- the student is residing in a middle school or high school the school designated for matriculation is in another school district the student will be allowed to continue to the school designated for matriculation in that district

The student is using student services before the end of the school year so... the student is to lower homeless experience homeless... the school of origin: Educio Code 48857

- through the duration of the school year in grade 8
- through graduation in grade 8

Resolving Enrollment Disputes

Dispute arises over student eligibility, school selection or enrollment in curriculum school the matter will be referred to the district to carry out the dispute resolution process as expeditiously as possible. 404C 404

The parent/guardian or unaccompanied youth will be provided with a written explanation of any decision related to eligibility, school selection, or enrollment and of the parent/guardian's or unaccompanied youth to appeal such decisions 404C 404

The written explanation shall include:

- A description of the action proposed or refused by the district
- An explanation of why the action is proposed or refused
- A description of other options the district considered and the reasons why other options were rejected
- A description of other factors relevant to the district's decision and information related to the eligibility or best interest determination including the witnesses and evidence relied upon and their sources
- A prompt timeline to ensure any relevant deadlines are missed
- Contact information for the district and some coordination or brief description of their roles

The written explanation shall be complete as brief as possible simply stated and provided in language appropriate for parent/guardian or student understanding

The district may use informal process as an alternative to formal dispute resolution procedures provided the parent/guardian or unaccompanied youth have access to the more formal process if formal resolution is unsuccessful in resolving the matter

For any student parent/guardian or unaccompanied youth to resolve enrollment dispute the district shall:

- inform the student's parents/guardians or unaccompanied youth they may provide

Information regarding the education of homeless students **excluded from homeless lists** specified in Education Code 51515 and 51515 shall be included in the annual uniform compliance procedures booklet distributed to students, parents, guardians, employees and other interested parties pursuant to 5 CC 400470 Education Code 51515 and 51515.

Any compliance district compliance requirements regarding the education of homeless students **excluded from homeless lists** specified in Education Code 51515 or 51515 may be filed in accordance with the district's procedures in A- Uniform Compliance Procedures.

The Superintendent or designee shall ensure that a list of the district's liaison(s) and the contact information for such liaison(s) shall be specific information on homeless lists including but not limited to information regarding the education of resources available to students experiencing homelessness, are posted on the district's web site. (Education Code 48852.6)

Each district school district's website shall also contain contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 4 CC 400470 Education Code 4885.

Policy Reference Disclaimer:

These references are intended to be provide policy information and do not indicate the basis or authority for the board to enact this policy. Additional resources for those interested in the subject matter of the policy.

State	Description
5 CC 400470	Uniform compliance procedures
Ed Code 807.5	Payment of transportation costs by parents
Ed Code 48850	Academic achievement of students in foster care and homeless children
Ed Code 48850-48851	Education of foster youth and homeless students
Ed Code 48851	Identification of homeless children and youth and unaccompanied youth housing questions
Ed Code 488511	Homeless education program policies, liaison responsibilities
Ed Code 488515	Local education agency liaison for homeless children and youth
Ed Code 4885111	Mentoring or compliance officer

EdCode 488505

EdCode 488500

EdCode 488507

EdCode 48850

EdCode 48055

EdCode 48080

EdCode 48085

EdCode 500500500500

EdCode 50050

EdCode 50005077

Federal

00C 08700

00C 00000

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400C 00705

Management Resources

Child or Child Welfare Council
Publicio

Child or Welfare of Education
Publicio

Child or Welfare of Education
Publicio

National Center for Homeless Education
Publicio

Welfare of Education Guidance

eb site

eb site

eb site

eb site

eb site

Notice of Education Rights of Homeless Students

Information regarding Homeless

Education of Homeless Students Immediate Enrollment

Definitions

Recommended Exclusion of Homeless Students with Disabilities

Notice of Recommended Exclusion

Notices to Parents in Language Other Than English

Reduction Requirements

Accountability Numerically Significant Student Subgroups

Local Control and Accountability Act

Description

Free Application for Federal Student Aid Definitions

Family Education Expenses and Privacy Act FEPA 00074

Individuals with Disabilities Education Act

State

McIntyre Homeless Assistance Act

Cross-Sectional National Affordable Housing Act
and local strategies

Description

Parent Credit Model Policy and Practice

Recommended Dates [September 00](#)

~~0000 Federal Program Modification Summary May 00~~

Homeless Education Issue Resolution Process

March 000

Homeless Crisis Toolkit 000

Education for Homeless Children and Youth Program

Non-Regulatory Guidance August 008

County District County Office of Education and Services

Child or Welfare Diversity

Diversity of Child or

Child or Welfare of Education Homeless Children and

Youth Education

National Center for Homeless Education EOE

00500	Advanced Placement For Special Education Students
000050	The Academic Achievement Series
000050	The Academic Achievement Series
000400	Guidance Counseling Services
000450	Student Success Teams
000450	Student Success Teams
000700	Gifted Programs
000700	Gifted Programs
000700	Gifted And Talented Student Program
000700	Gifted And Talented Student Program
0007000	Education For Foster Youth
0007000	Education For Foster Youth
000740	Education For English Learners
000740	Education For English Learners
000770	Summer Term Programs
000780	Career Technical Education
000780	Career Technical Education
000700	Curriculum Instruction
00000	Evaluation Of The Instructional Program

Policy 6173: Education For Homeless Children

ADOPTED

Adopted: 11/16/2011 Revises: 12/16/2020 Repeals: 12/16/2020

The Governing Board believes that the identification of students experiencing homelessness is critical to improving the educational outcomes of such students and ensuring that students experiencing homelessness have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

The Superintendent or designee shall review district policies at least once every three years and recommend updates to ensure removal of any barriers to the identification and enrollment of homeless education of students experiencing homelessness and unaccompanied youth. Any such review shall address identification, enrollment, and to the retention of homeless students such students, including those barriers that are due to absences or outstanding fees or fines. (Education Code 48851.3; 42 USC 11432)

When there are at least 15 homeless students experiencing homelessness in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison for students experiencing homelessness shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students experiencing homelessness to succeed in school, and as specified in Education Code 48851.3 related to trainings for district staff providing assistance to students experiencing homelessness.

The Superintendent or designee shall ensure that each district school identifies all students experiencing homelessness and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of students experiencing homelessness, the Superintendent or designee shall annually provide and administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851) In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

The Superintendent or designee shall report to CDE the number of students experiencing homelessness, including unaccompanied youths, enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

In addition, the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

Information about a homeless student's the living situation of a student experiencing homelessness shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g, and shall

not be released without written consent. (42 USC 11432)

The Superintendent or designee shall ensure that placement decisions for homeless students experiencing homelessness are based on the student's best interest as defined in law and administrative regulation.

Each homeless student experiencing homelessness shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (Education Code 48850; 42 USC 11432)

Homeless students experiencing homelessness shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students experiencing homelessness on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the their unique needs of homeless students. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for students experiencing homelessness are provided in a manner and form understandable to student's parents/guardians and to unaccompanied youths.

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth students experiencing homelessness are promptly identified, ensure that homeless students experiencing homelessness have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth students experiencing homelessness, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students experiencing homelessness and services for students with disabilities. (42 USC 11432)

At least annually, the District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students experiencing homelessness. Such professional development and technical assistance shall include, but are not limited to, training on the district's homeless education program policies, and to provide training on the definitions of terms related to homelessness, recognition of signs that students are experiencing or are at risk of experiencing homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect students experiencing homelessness with appropriate housing and service providers. (Education Code 48851.3; 42 USC 11432)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students experiencing homelessness, which may include, but are not limited to, housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students experiencing homelessness.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State
5 CCR 4600-4670

Description
Uniform complaint procedures

Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
<u>Ed. Code 48851.3</u>	<u>Homeless education program policies; liaison responsibilities</u>
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
<u>Ed. Code 48852.3</u>	<u>Monitoring for compliance with chapter</u>
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities

Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Federal	Description
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies
Management Resources	Description
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	2021-22 Federal Program Monitoring Instrument, May 2021
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non- Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services
Website	California State University
Website	University of California
Website	California Department of Education, Homeless Children and Youth Education
Website	National Center for Homeless Education at SERVE
Website	National Homelessness Law Center
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Community Colleges
Website	California Interscholastic Federation

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	RelationsBetweenOtherGovernmentalAgenciesAndThe Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes AndServices
3550	Food Service/Child NutritionProgram
3550	Food Service/Child NutritionProgram
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.9	Employee Notifications

4112.9-E(1)	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence AndTruancy
5113.1	Chronic Absence AndTruancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services

5144.1	Suspension And Expulsion/DueProcess
5144.1	Suspension And Expulsion/DueProcess
5144.2	SuspensionAndExpulsion/DueProcess(StudentsWith Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6120	Response To Instruction And Intervention
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of AcademicCredit
6146.3	Reciprocity Of AcademicCredit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	AppointmentOfSurrogateParentForSpecialEducation Students
6159.3	AppointmentOfSurrogateParentForSpecialEducation Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services

6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For FosterYouth
6173.1	Education For FosterYouth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 21, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Revision to Board Policies BP/AR 6173.1 Education for Foster Youth (DeGenna/Nocero)

The Board Policies BP/AR 6173.1 Education for Foster Youth has been updated based on the recommendations by CSBA (California School Board Association). New language is highlighted, and Deleted language is indicated by strikethrough. The Board Policies will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees approve and adopt Board Polices BP/AR 6173.1 Education for Foster Youth as outlined above.

ADDITIONAL MATERIALS:

Attached: [BP 6173.1 Education For Foster Youth\(13 pgs\).pdf](#)
[AR 6173.1 Education For Foster Youth\(6 pgs\).pdf](#)

5.45 Modified Behavior

c.0000 Parental Involvement

To address the needs of our students and to ensure the maximum utilization of available funds, the superintendent or designee shall collaborate with local agencies including but not limited to the county office, social services, probation officers, and juvenile court officers to refer or refer to students and document the superintendent or designee shall explore the possibility of enrolling in programs in these groups to coordinate services and protect the rights of our students.

c.0000 Student Services

All students shall be in accordance with the established guidelines. The superintendent or designee shall regularly report to the board of education the outcomes of our students regarding the goals and specific actions identified in the CAP including but not limited to enrollment in the district including but not limited to school and district student services, results promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates. As necessary, evaluation data shall be used to determine and recommend revisions to the CAP for improvement or increase services for our students.

c.0500 Accountability

c.5000 Promotion/Acceleration Policy

c.5044 Suspension and Expulsion Process

c.5044 Suspension and Expulsion Process - includes inabilities c.00005

Modified Residency Program

c.00005 School Exit Examination

Policy reference disclaimer: These references are provided to be appropriate policy in itself or do they indicate the basis or authority for the board to enact this policy. These references are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CC 400470

Description

Uniform communication procedures

Ed Code 8075
Order

Payment of transportation costs by parents/guardians of our students

Ed Code 488048807

Local control funding formula

Ed Code 4004000

Foster child care education services

Ed Code 48454847

Juvenile court schools

Ed Code 488504885

Education of our students and homeless students

Ed Code 48055

Recommended expulsion of our students with disabilities

Ed Code 48080

Notice of recommended expulsion

Ed Code 4000

Referrals directory information

Ed Code 40005

Guidelines for our core grades and credits

Ed Code 4070

Access to student records

Ed Code 50050

Exemption from district graduation requirements

Ed Code 50050

Course credits

Ed Code 50050

High school graduation requirements

Ed Code 50005077

Local control and accountability plan

Ed Code 50055

Goals of our parents' efforts to our students' education

Code 04
 Code 54
 Code 00004
 Code 00
 Code 00
 Code 07
 W&I Code 361
 W&I Code 366.27
 W&I Code 602
 W&I Code 726
 W&I Code 727

Federal References

20 USC 1415
 20 USC 6311
 29 USC 794
 42 USC 11431-11435
 42 USC 670-679b

Management Resources References

Alliance for Children's Rights Publication
 California Child Welfare Council Publication

California Foster Youth Education Task Force Publication

Cities, Counties and Schools Partnership
 Pub.Publication
 CSBA Publication

CSBA Publication

U.S. Department of Education Publication

Website

Website
 Website
 Website
 Website

Website

Website
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Foster youth school placement and immunization records
 Criminal record certification or court home admissions
 Foster care placement
 Minors subject to jurisdiction
 Residency and release of child
 Adoption-related counsel
 Limitations on parental control
 Educational decision by relative providing living arrangements
 Minors violating law; ward of court
 Limitations on parental control
 Order of care; ward of court

Description

Procedural safeguards
 State plan
 Rehabilitation Act of 1973; Section 504
 McKinney-Vento Homeless Assistance Act
 Federal assistance for foster care programs

Description

Foster Youth Education Toolkit, December 2016
 Partial Credit Model Policy and Practice Recommendations, September

California Foster Youth Education Law Fact Sheets, January 2021

Our Children: Emancipating Foster Youth, A
 Community Action Guide
 Our Foster Youth: What School Boards Can Do,
 May 2016
 Foster Youth: Supports for Success, Governance
 Brief, May 2016
 Ensuring Educational Stability for Children in
 Foster Care, Non-Regulatory Guidance, June
 2016
 CSBA District and County Office of Education
 Legal Services
 Alliance for Children's Rights
 Foster Ed
 National Center for Youth Law
 California Department of Education, Foster
 Youth Services
 California Department of Social Services, Foster
 Youth Ombudsman Office
 California Foster Youth Education Task Force
 California Youth Connection
 Cities Counties and Schools Partnership
 CSBA
 California Child Welfare Council

Cities, Counties and Schools Partnership Pub. Guide CSBA Publication	Our Children: Emancipating Foster Youth, A Community Action Guide, May 2016
CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
U.S. Department of Education Publication Regulatory	Foster Youth: Supports for Success, Governance Brief, May 2016
	Ensuring Educational Stability for Children in Foster Care, Non-Guidance, June 2016
Website	CSBA District and County Office of Education Legal Services— https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	Alliance for Children's Rights— https://simbli.eboardsolutions.com/SU/AsIshID5FbeFAQXuxysIshDHYFTg==
Website	Foster Ed— https://simbli.eboardsolutions.com/SU/36IC5WMizFGQ20OYRkL2LW==
Website	National Center for Youth Law— https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlcphMslsh2yQ==
Website	California Department of Education, Foster Youth Services— https://simbli.eboardsolutions.com/SU/ROUWcbkrRcgV9asNsIshPZxnQ==
Website	California Department of Social Services, Foster Youth Ombudsman Office— https://simbli.eboardsolutions.com/SU/L9RgolMb4Z3K9vdKFUJ0A==
Website	California Foster Youth Education Task Force— https://simbli.eboardsolutions.com/SU/XrG7Kxmibs5cwWnsme2Pcg==
Website	California Youth Connection— https://simbli.eboardsolutions.com/SU/aT1cPCjxh5QKjxBbA1VSpIshQ==
Website	Cities Counties and Schools Partnership— https://simbli.eboardsolutions.com/SU/vkMU6AgLdg2x1CfasX4n3w==
Website	CSBA— https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Child Welfare Council— https://simbli.eboardsolutions.com/SU/8BOINMN9mtFkcAjmEbYOGA==

Cross References**Description**

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3540	Transportation
3541	Transportation Routes And Services
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.2	Bullying

5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services

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5. The following protocols and procedures shall be created or revised for districts including districts: school registrars and education clerks are required to meet the requirements for the proper enrollment of students and transfer of students.

c.4. The following elements c.4. The following elements c.4. The following elements

7. Collaborate with the county office of education, county officials, social services, probation officers, juvenile court officers, probation officers, and district offices to coordinate services for the district's foster youth, county child welfare agency, county probation department, juvenile court and other appropriate agencies to provide coordinated instruction, counseling, tutoring, mentoring, vocational training, and other related services for the district's foster youth.

c.0.0. Social Services

c.400. Relations between foster care agencies and the schools

7.8. Monitor the education progress of foster youth and provide reports to the superintendent or designee and the board of trustees based on indicators identified in the policy the district's local control and accountability

The superintendent or designee shall regularly monitor the caseload of all additional duties outside of the foster youth program of the district. The superintendent shall also monitor additional duties outside of the foster youth program to determine whether to ensure that adequate time and resources are available provided to meet the needs of foster youth in the district.

c.4.5. Evaluation of services c.4.5. Evaluation of services

Enrollment

A foster youth student placed in a licensed child care institution or foster family home in the district shall attend programs offered by the district unless one of the following circumstances applies: Education Code 4885

The student is an individualized education program recipient placed in a public or private school or agency or in another local education agency

c.5. Individualized Education Program

c.5. Non-public, Non-secular school and Agency services or Special Education

The superintendent or other person holding the right to make education decisions for the student determines that it is in the best interests of the student to be placed in another education program and submits a written statement to the district indicating the determination and the reasons for the decision:

The student is a right to attend a regular public school in the least restrictive environment

The alternative education program is a special education program identifiable

The decision to unilaterally remove the student from the district school and to place the student in an alternative education program may be contested by the district

Any attempt to seek reimbursement for the alternative education program may be the expense of the superintendent or other person holding the right to make education decisions for the student

c.5. Approval of current or Special Education students

A student placed in a substitute care facility is entitled to remain in the district's or exercises the right to continue in the school or districts defined above for the remainder of the academic school year pursuant to Education Code 4885.5. Any such circumstances shall apply:

The student may continue in the school or district for the duration of the court's jurisdiction

Transfer

The superior court or designated school collaborator in the local child welfare agency to determine to transfer will be provided or added in the most appropriate manner to enable foster you to remain in the school or during the time spent in foster care if it is in the foster youth's best interest to do so. Such transfer costs may be paid either by the child welfare agency or the district or shared by both. 5 CC 4005

Transfer Credits Elected Absences or Grades

The grades or student foster care shall be lowered if the student is absent or any absence from school is due to either of the following circumstances: Education Code 4005

A decision by a court or a commissioner to change the student's placement case the student's grades and credits shall be calculated as of the date the student leaves school

A verified court order or related court-ordered activity

5 Transfer Evaluation of Academic

Eligibility for Extracurricular Activities

A foster youth who resides in a court-ordered or decision of child welfare foster shall be immediately deemed to meet residence requirements for participation in interscholastic sports or other extracurricular activities. Education Code 48850

Notification and Complaints

Information regarding the education rights of foster youth shall be included in the uniform complaint procedures booklet distributed to students, parents/guardians, employees and other interested parties pursuant to 5 CC 4005 Education Code 48850 4005 5005 5005

Any complaint filed with the district to comply with the requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 0000 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the Commissioner of Education. CDE shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. CDE finds merit in the complaint the district shall provide a remedy to the affected student. Education Code 48850 48850 5005 4005 5005 5005 5005

5 Extracurricular and Cocurricular Activities 5 Athletic Competition

Policy reference disclaimer: These references are intended to be appropriate policy isel or do they indicate the basis or authority for the board to establish policy. These references are provided as additional resources for those interested in the subject matter of the policy.

State

5 CC 4004070

Description

Uniform complaint procedures

Ed Code 000800085

Students only and violence prevention

Ed Code 400800400807

Local control funding formula

Ed Code 40004005

Foster childre education services

Ed Code 48454840

Online courses

Ed Code 48850-48851

Ed Code 48055

Ed Code 48080

Ed Code 4000

Ed Code 4005

Ed Code 4070

Ed Code 50050

Educator roster you and homeless students

Recommended expulsion homeless student disabilities

Notice of recommended expulsion

Referrals directory information

Students in foster care grades and credits

Access to student records

Exemption from district graduation requirements

Ed Code 5005

Ed Code 5005

Ed Code 5005077

Ed Code 5055

Code 004

Code 5004

Code 5000

Code 0000004

Code 00

Code 00

Code 07

Code 00

Code 0007

Code 00

Code 700

Code 707

Federal

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00C 704

400C 40000405

400C 70070b

Management Resources

Alliance for Children's Rights Public

Child Welfare Council
Public

Cities/Countries and Schools Partners
Pub

COA Public

COA Public

Online Education
Public

esite

esite

Course credits

school requirements

control and accountability

Foster care requirements for foster child's education

Foster youth school placement and immunization records

and certification of routine admissions

and licensed foster care

Foster care placement

Minor subject jurisdiction

residence and release of child

Adoptive placement counsel

limitations of parental control

Education decision by relative provider liability
arrangements

Minor follow-up record of court

limitations of parental control

Order of care record of court

Description

Procedural safeguards

the

eligibility Act of 1975 Section 504

McIntyre Homeless Assistance Act

Federal assistance for foster care programs

Description

Foster Youth Education Tool December 2000

Part Credit Model Policy and Practice Recommendations

Our Children: Emergency Foster Youth
Community Action Guide

Our Foster Youth: A School Records Copy of May 2000

Foster Youth: Outcomes for Successful Intervention
May 2000

Ensuring Educational Stability for Children in Foster
Care: National Library Guidance June 2000

COA District County Office of Education and Services

Alliance for Children's Rights

□ ebsi.e	Foster Ed
□ ebsi.e	Natioal Center for Youth
□ ebsi.e	Director of Crime of Education Foster Services
□ ebsi.e	Director of Crime of Social Services Foster Youth Ombudsman Office
□ ebsi.e	Director of Foster Youth Education Services Force
□ ebsi.e	Director of Youth Collection
□ ebsi.e	Cities Counties and Schools Partnerships
□ ebsi.e	COA
□ ebsi.e	Director of Child Welfare Council

Cross References

Code	Description
0000	Tools For the School District
0400	No Discrimination in District Programs And Activities
0405	Equity
0450	Comprehensive Equity Plan
0450	Comprehensive Equity Plan
0400	Local Control And Accountability Plan
0400	Local Control And Accountability Plan
0470	Community Mitigation Plan
0500	Accountability
□□□□□□	Inform Commodity Procedures
□□□□□□	Inform Commodity Procedures
□□□□□□E□□□	Inform Commodity Procedures
□□□□□□E□□□	Inform Commodity Procedures
□400	Relations between other programs Agencies And the Schools
□□00	Budget
□□00	Budget
□□□0	Fees And Charges
□□□0	Fees And Charges
□5□54	Recovery For Property Loss or Damage
□5□54	Recovery For Property Loss or Damage

5008	Conflict Resolution/Peer Mediation
5040000	Reciprocal Exercises
5040000	Reciprocal Exercises
5040000	Tuberculosis Testing
5040000	Vaccinations
5040000	Vaccinations
5040000	Wellness Screening For Alcohol Entry
504000	Alcohol Wellness Services
504000	Alcohol Wellness Services
504400	Use/Abuse And Expulsion/Leave Process
504400	Use/Abuse And Expulsion/Leave Process
504400	Use/Abuse And Expulsion/Leave Process Includes Disabilities
504500	No Discrimination/Crossmerit
504500	No Discrimination/Crossmerit
504500	Prearranged Notifications
504500E000	Prearranged Notifications
504500	Pre-Motivated Behavior
5047	Proactive Prevention
504800	Before/After Alcohol Programs
504800	Before/After Alcohol Programs
504800	Preschool/Early Childhood Education
504800	Preschool/Early Childhood Education
000	Concepts And Roles
000	Academic Standards
0000	Prearranged Leave
000	Prearranged Leave
0045	Extracurricular And Cocurricular Activities
0045	Extracurricular And Cocurricular Activities
004500	Athletic Competition
004500	Athletic Competition
004000	Alcohol Reduction Requirements
004000	Reciprocity Of Academic Credit

00400	Reciprocity Academic Credit
0050	Individualized Education Program
0050	Individualized Education Program
00500	Nonpublic Nonsectarian School Ad Agency Services For Special Education
00500	Nonpublic Nonsectarian School Ad Agency Services For Special Education
00500	Approval of Curriculum Plan For Special Education Students
00500	Approval of Curriculum Plan For Special Education Students
00504	Behavior Interventions For Special Education Students
000050	Academic Achievement
000050	Academic Achievement
000400	Guidance Counseling Services
00044	Identification And Evaluation of Individuals For Special Education
00044	Identification And Evaluation of Individuals For Special Education
000400	Identification And Education Order Section 504
000400	Identification And Education Order Section 504
00070	Gifted And Talented Student Program
00070	Gifted And Talented Student Program
00070	Education For Homeless Children
00070	Education For Homeless Children
00070E000	Education For Homeless Children
00070E000	Education For Homeless Children
00074	Education For English Learners
00074	Education For English Learners
00077	Summer Enrichment Programs
00070	Supplemental Instruction
00000	Evaluation of the Instructional Program
00000	Meetings And Notices

State References	Description
5-CC-4-00-4-70	Form completion procedures
Ed Code 807.5-05	Parent or guardian's responsibility for you
Ed Code 4-8-0-4-8-07	Local control of education
Ed Code 4-0-4-0-0-0	Foster child education services
Ed Code 48-45-48-47	Public schools
Ed Code 48850-4885	Education of foster youth and homeless students
Ed Code 48-5-5	Recommended exclusion of foster youth with disabilities
Ed Code 48-8-0	Notice of recommended exclusion
Ed Code 4-0-0	Education directory information
Ed Code 4-0-0-5	Student foster care credits
Ed Code 4-07-0	Access to student records
Ed Code 5-5-0	Exemption from district graduation requirements
Ed Code 5-5-0	Course credits
Ed Code 5-5-0	High school graduation requirements
Ed Code 5-0-0-5-077	Local control of accountability
Ed Code 5-055	Education of foster care children in foster youth education
Code 0-4-0	Foster youth school placement and immunization records
Code 5-4-0	Child and family care licensing
Code 000-0-4	Foster care placement
Code 00	Minor subject jurisdiction
Code 0-0	Residential release of child
Code 0-7	Adoptive or legal counsel
Code 0-0	Immigration and naturalization
Code 0-0-7	Education decision by relative or independent arrangement
Code 0-0	Minor child in foster care
Code 7-0	Immigration and naturalization
Code 7-7	Order of removal of child

Federal References	Description
20-C-4-5	Procedural safeguards
20-C-0-0-0	Child
20-C-7-4	Education Act of 2007 section 504
40-C-4-0-0-4-5	McInerney Education of Homeless Assistance Act
40-C-70-7-b	Federal assistance for foster care programs

Management Resources References	Description
Alliance for Children's Rights Public Policy	Foster Care Education Policy December 2000
Child Welfare League of America Public Policy	Practical Credit Model Policy and Practice Recommendations December 2000
Child Welfare League of America Public Policy	Force Public Policy for Foster Care Education February 2000
Family Services Bureau	
Child Welfare League of America Public Policy	Our Children: Emergency Foster Care Act

Community Action Guide CCA Public Information Foster Care: [Cool Cards CCA May-0](#)

CCA Public Information Foster Care: [Outlets for Success Overview May-0](#)
[Home of Education Public Information](#) [Esuri Education Ability for Children Foster Care No](#)
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Website [CCA District County Office of Education eLerices](#)
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Website [Alliance for Children's Rights](#)
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Website [Foster Ed](#)
[s:simblieboardsolutions.com/C5_Mi_F0](#)

Website [National Center for Outcomes](#)
[s:simblieboardsolutions.com/rb/x/Cu/lsMsly](#)

Website [Child Welfare Home of Education Foster Care Services](#)
[s:simblieboardsolutions.com/0cb/rc/sNlsPx](#)

Website [Child Welfare Home of Education Foster Care](#)
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Website [Child Welfare Foster Care Education's Force](#)
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Website [Child Welfare County Connection](#)
[s:simblieboardsolutions.com/cPC/x/5/bA/us](#)

Website [Cities Counties and Schools Partners](#)
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Website [CCA](#)
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Website [Child Welfare Council](#)
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Cross-References Description

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045 [Equity](#)
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0450 [Community Service Plan](#)
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040 [Local Control and Accountability Plan](#)

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OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 21, 2023

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, June 16th, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A