

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Superintendent
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources
Aracely Fox, Ed.D.
Acting Associate Superintendent,
Educational Services

AGENDA REGULAR BOARD MEETING Wednesday, January 17, 2024

5:00 PM - Open Meeting
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

January 17, 2024

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:

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

A.2. Pledge of Allegiance to the Flag

Bertha Anguiano, Principal, Chavez School, will introduce Allina Torres, 1st grade student in Mrs. Melchor's class, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Joshua Armando Lopez-Jijada and in Spanish by Armando Pinzon, both 2nd grade students in Mrs. Ponce's and Mr. Herrera's class at Chavez School.

A.4. Presentation by Chavez School

Bertha Anguiano, Principal, Chavez School, will provide a short presentation to the Board regarding Chavez. 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:

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

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the 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.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Case #2023-CUOE015904
- OAH Case #2023070324
- OAH Case #2023080774
- OAH Case #2023081013

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

- OAH Case #2023090217
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
 - Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code § 54956.9 : Consideration of One (1) Potential Case—Social Media Adolescent Addiction/Personal Products Liability Litigation (Social Media Litigation)
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 48916 of the Education Code the Board will consider student matters including:
 - Consider the Recommendation to Expel Student:
 - Case No. 23-06 (Action Item)
 4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Superintendent

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

A.9. Report Out of Closed Session

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

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.

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:

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

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

C.1. Approval of School Accountability Report Cards (Fox/Thomas)

It is the recommendation of the Acting Associate Superintendent, Educational Services and Director of School Performance and Student Outcomes, that the Board of Trustees approve the School Accountability Report Cards (SARCs) for all schools, as presented.

C.2. Enrollment Report (Mitchell)

District enrollment as of December 29, 2023 was 13,429. This is 744 less than the same time last year.

C.3. Approval and Adoption of the December 2023 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Mitchell/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees accept and adopt the December 2023 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and direct staff and CFW to proceed with the adjustments to the Program for immediate implementation.

C.4. Purchase Order/Draft Payment Report #23-06 (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 #23-06, as submitted.

C.5. Approval of Notice of Completion, 2023 Pavement Rehabilitation Project, Bid #22-05 (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #22-05, 2023 Pavement Rehabilitation Project - Lopez & McAuliffe, with BC Rincon Construction Inc.

C.6. Approval of Change Order #001 to Construction Services Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)

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

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Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #001 with Viola Inc. for the Drifill Elementary School New Transitional Kindergarten Project, in the amount of \$5,339.78, to be paid out of Master Construct and Implementation Funds.

C.7. Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, Second Quarter (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2023-24 Quarterly Report on Williams Uniform Complaints, Second Quarter, as presented.

C.8. 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.9. Establishment and Abolishment 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 and abolishment of positions, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.10. Approval of Agreement #23-179 – Stephanie Enriquez, M.A. (Fox)

It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-179 with Stephanie Enriquez, M.A., to provide support to 7th and 8th grade Social Science teachers for the implementation of the History/Social Science Framework, January 18, 2024 through June 30, 2024, in the amount not to exceed \$4,450.00, to be paid out of Supplemental Concentration Funds.

C.11. Award of Formal Bid #23-02 and Approval of Agreement #23-228 for Roofing Project – Educational Service Center (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 #23-02, Roofing Project – Educational Service Center, and enter into Agreement #23-228 with Pacific Builders & Roofing Inc., in the amount of \$909,900.00, to be paid out of Deferred Maintenance Funds.

C.12. Award of Formal Bid #23-03 and Approval of Agreement #23-229 for Roofing Project – Sierra Linda (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 #23-03, Roofing Project – Sierra Linda, and enter into Agreement #23-229 with Eberhard, in the amount of \$1,489,000.00, to be paid out of Deferred Maintenance Funds.

C.13. Approval of Agreement #23-230 – 7Mindsets Academy, LLC (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-230 with 7Mindsets Academy, LLC., to provide virtual training to staff at 10 schools in the Oxnard School District on Modules that can be used to provide alternatives to suspension for students

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in grades 5th-8th and will also provide Tier 2 support for students' SEL & Behavior needs, January 18, 2024 through June 30, 2025, in the amount not to Exceed \$15,000.00, to be paid out of Supplemental Concentration Funds.

C.14. Award of Formal Bid #23-04 and Approval of Agreement #23-232 for Roofing Project – Enrollment Center/Chavez/Driffill (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 #23-04, Roofing Project – Enrollment Center/Chavez/Driffill, and enter into Agreement #23-232 with Channel Islands Roofing Inc., in the amount of \$199,109.00, to be paid out of Deferred Maintenance Funds.

C.15. Approval of Agreement #23-235 – Ballet Nepantla (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-235 with Ballet Nepantla, to provide performances of "Nacimienta" and post show Q&A, and a master class with students and families in the Oxnard School District, February 21 & 22, 2024, in the amount not to exceed \$18,000.00, to be paid out of Expanded Learning Opportunity Grant Funds.

C.16. Approval of Agreement #23-236 with Edwards Construction Group, Inc. to construct Three (3) Modular Classrooms for the Rose Avenue ECDC Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-236 with Edwards Construction Group, Inc., to provide preconstruction services for the design and construction of three new modular classrooms for the Rose Avenue ECDC Project, January 18, 2024 through June 30, 2024, in the amount of \$17,500.00, to be paid out of Master Construct and Implementation Funds.

C.17. Approval of Agreement #23-237 with Edwards Construction Group, Inc. to Construct Ten (10) Modular Classrooms for the Marina West ECDC Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-237 with Edwards Construction Group, Inc., to provide preconstruction services for the design and construction of ten new modular classrooms for the Marina West ECDC Project, January 18, 2024 through June 30, 2024, in the amount of \$35,000.00, to be paid out of Master Construct and Implementation Funds.

C.18. Approval of Agreement #23-238 with Enviroplex Inc. to provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Marina West ECDC Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-238 with Enviroplex Inc., to provide design and construction of ten new modular classrooms for the Marina West ECDC Project, January 18, 2024 through June 30, 2025, in the amount of \$4,316,860.92, to be paid out of Master Construct and Implementation Funds.

C.19. Approval of Agreement #23-240 with Enviroplex Inc. to provide Full Modular Building Design and Construction Services for Three (3) Modular Classrooms for the Rose Avenue ECDC Project (Mitchell/Miller/CFW)

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

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-240 with Enviroplex Inc., to provide full Modular Building Design and Construction Services for three new modular classrooms for the Rose Avenue ECDC Project, January 18, 2024 through June 30, 2025, in the amount of \$1,353,383.14, to be paid out of Master Construct and Implementation Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.20. Ratification of Agreement #23-144 – Inclusive Education & Community Partnership (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees ratify Agreement #23-144 with Inclusive Education & Community Partnership, to provide behavior support services and 1-to-1 behavioral therapist services to the Special Education Department, August 1, 2023 through June 30, 2024, in the amount not to exceed \$100,000.00, to be paid out of Special Education Funds.

C.21. Ratification of Amendment #1 to Agreement #23-169 – Alternative Behavior Strategies, LLC dba/ABS Kids (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees ratify Amendment #1 to Agreement #23-169 with Alternative Behavior Strategies, LLC dba/ABS Kids, to continue supporting Special Education students with applied behavioral therapy and related services during fiscal year 2023-2024, in the amount not to exceed \$800,000.00, to be paid out of Special Education Funds.

C.22. Ratification of Agreement #23-171 – Marisa Miller (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-171 with Marisa Miller, for providing a Literacy Curriculum Program for all 20 schools in the Oxnard School District After School and Expanded Learning Opportunity Program, July 1, 2023 through June 30, 2024, in the amount not to Exceed \$50,000.00, to be paid from Expanded Learning Opportunity Program Grant Funds.

C.23. Ratification of Agreement #23-225 – Educational Professionals of Central California, LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees ratify Agreement #23-225 with Educational Professionals of Central California, LLC, for providing Independent Education Evaluator Services to the Special Education Department, August 26, 2023 through January 31, 2024, in the amount not to exceed \$9,343.75, to be paid out of Special Education Funds.

C.24. Ratification of Agreement #23-226 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees ratify Agreement #23-226 with the Ventura County Office of Education for providing Special Circumstances Paraeducator (SCP's) Services to student #JN090409 for the 2023-2024 school year, including Extended School Year, in the amount of \$51,600.00, to be paid out of Special Education Funds.

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

C.25. Ratification of Agreement #23-241 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-241 with the Ventura County Office of Education for Special Circumstances Paraeducator (SCP's) Services to student #AC080310, for the 2023-2024 school year, including Extended School Year, in the amount of \$49,600.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

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

D.1. Approval of Resolution #23-09 Adopting a Supplementary Retirement Plan and Agreement #23-244 with PARS to Provide Consultation Services (Mitchell/Torres)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Assistant Superintendent of Human Resources, that the Board of Trustees approve Resolution #23-09 Adopting a Supplementary Retirement Plan and Agreement #23-244 with PARS to provide consultation services, in the amount of five and one-half percent (5.50%) of all premiums made by the district if the Plan is implemented or a one-time fee of \$5,000.00 if the Plan is not implemented, to be paid from the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Approval of Memorandum Of Understanding #23-222 (MOU) between the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) to Extend the 2022-23 Salary and Longevity Increase to CSEA Unit Members who Fall into Specific Scenarios, as Detailed (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve MOU #23-222 between the Oxnard School District and the California School Employees Association, Chapter 272 to Extend the 2022-23 Salary and Longevity Increase to CSEA Unit Members who 1) retired at any time during the 2022-23 school year through October 31, 2023; 2) were in active status at the commencement of their 2022-23 work calendar, successfully completed the entire 2022-23 work calendar, and submitted their resignation on or before October 31, 2023; or 3) were laid off during the 2022-2023 school year, as detailed.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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D.3. Approval of a Provisional Internship Permit in Multiple Subject with an Emergency BCLAD, for Linda Hernandez Quintana to Serve as a 5th Grade DLI teacher at McKinna School 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 Multiple Subject with an Emergency BCLAD for Linda Hernandez Quintana to Serve as a 5th Grade DLI teacher at McKinna School for the 2023-24 School Year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.4. Approval of Superintendent Employment Agreement (Robles-Solis)

It is the recommendation of the Board President that the Board of Trustees approve the employment agreement for Dr. Anabolena DeGenna, Superintendent, January 1, 2024 - June 30, 2027, in the amount of \$255,000.00 per year.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Lopez ___, Rodriguez ___, Gonzales ___, Madrigal 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:

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

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

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, January 12, 2024.

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

January 17, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

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: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

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
- Case #2023-CUOE015904
- OAH Case #2023070324
- OAH Case #2023080774
- OAH Case #2023081013
- OAH Case #2023090217

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
- Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code § 54956.9 : Consideration of One (1) Potential Case—Social Media Adolescent Addiction/Personal Products Liability Litigation (Social Media Litigation)

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 48916 of the Education Code the Board will consider student matters including:

Consider the Recommendation to Expel Student:

- Case No. 23-06 (Action Item)

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

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: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

Agenda Section: Section B: Hearing

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

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FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: January 17, 2024

Agenda Section: Section C: Consent Agenda

Approval of School Accountability Report Cards (Fox/Thomas)

It is a requirement of the California Department of Education (CDE) that annual School Accountability Report Cards (SARCs) be approved by the Local School Board and submitted to the CDE by February 1st of each year.

The purpose of the report card is to provide parents and the community with important information about each school. The content of the SARC is provided by School Principals, district departments, and the California Department of Education (CDE).

Information about the most current SARCs was provided in a transmittal to the Board of Trustees on Friday, January 12, 2024.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent, Educational Services and Director of School Performance and Student Outcomes, that the Board of Trustees approve the School Accountability Report Cards (SARCs).

ADDITIONAL MATERIALS:

Attached: [Brekke-SARC 2023 \(18 pgs\).pdf](#)
[Chavez-SARC 2023 \(19 pgs\).pdf](#)
[Curren-SARC 2023 \(18 pgs\).pdf](#)
[Driffill-SARC 2023 \(18 pgs\).pdf](#)
[Elm-SARC 2023 \(18 pgs\).pdf](#)
[Frank-SARC 2023 \(17 pgs\).pdf](#)
[Fremont-SARC 2023 \(18 pgs\).pdf](#)
[Harrington-SARC 2023 \(17 pgs\).pdf](#)
[Kamala-SARC 2023 \(18 pgs\).pdf](#)
[Lemonwood-SARC 2023 \(18 pgs\).pdf](#)
[Lopez-SARC 2023 \(17 pgs\).pdf](#)
[Marina West-SARC 2023 \(19 pgs\).pdf](#)
[Marshall-SARC 2023 \(19 pgs\).pdf](#)
[McAuliffe-SARC 2023 \(18 pgs\).pdf](#)

McKinna-SARC 2023 (18 pgs).pdf
Ramona-SARC 2023 (19 pgs).pdf
Ritchen-SARC 2023 (18 pgs).pdf
Rose-SARC 2023 (18 pgs).pdf
Sierra Linda-SARC 2023 (18 pgs).pdf
Soria-SARC 2023 (19 pgs).pdf

Norman R. Brekke Elementary School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Norman R. Brekke Elementary School
Street	1400 Martin Luther King Jr. Drive
City, State, Zip	Oxnard, CA 93030
Phone Number	(805) 385-1521
Principal	Cheri Scripser
Email Address	cscripser@oxnardsd.org
School Website	https://www.oxnardsd.org/brekke
County-District-School (CDS) Code	56725386114029

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Mission Statement:

To insure all students learn at Brekke.

Vision Statement:

To be an exemplary school.

Brekke's vision statement is a reflection of our belief in, "students first, all the time." At Brekke, we believe that all students can achieve at high levels and exemplify the traits in our OSD Student Profile. We believe that maintaining high expectations, nourishing a growth mindset and creating lifelong learners are essential keys to delivering an exceptional educational experience. California's Department of Education states that "Best, First Instruction" is imperative for student achievement. At Brekke, we prioritize using grade-level Common Core State Standards, research-based best practice pedagogies and programs, insightful data sets and high levels of student engagement to help foster a deep and inclusive sense of community and excellence. At Brekke, we teach each other how to dream big and work hard.

We know that highly qualified and deeply committed teachers and support staff are intrinsic to our success and many of us have been at Brekke for over a decade. We also know that frequent data-driven collaborations and a distributive leadership model can help us maximize learning for both students and adults. We regularly use meaningful data-sets and student-centered conversations to determine how to most effectively create growth opportunities for all students. For example, on Tuesday afternoons, all teachers meet to evaluate learning outcomes and identify growth opportunities and best practice instructional strategies across grade levels. On Wednesdays, we meet again, as grade levels, to plan the implementation of rigorous research-based whole group and small group instruction.

At Brekke, we also utilize adaptive school-wide online platforms like Accelerated Reader, Lexia, ST Math, and Zearn to help us deepen skill sets, promote student agency and foster high levels of engagement. Our smart tech tools are supported by a comprehensive Multi-Tiered System of Supports framework. Our layers of support include strong Tier 1 "First, Best Instruction," targeted in class small group support and differentiation, an ISP and an LLI teacher, progress monitoring meetings, SSTs, and referrals to special education as needed. All decision-making is data-driven and collaborative. We use SMART goals and reliable pre- and post- tests such as targeted STAR Custom and our Wonders Reading Fluency assessments to measure progress. Tier 1 and Tier 2 groups are fluid and designed to promote proficiency in targeted skill sets. Brekke is also committed

2023-24 School Description and Mission Statement

to increasing English language proficiency throughout our student population and we provide daily designated ELD using the CCSS ELD/ELA standards. Extended learning opportunities for English Learners are available throughout the year and focus on increasing rigor and access across the four domains of language (listening, speaking, reading and writing).

In addition to our focus on academics, Brekke is committed to providing a strong social-emotional foundation for our students. We have created a multi-purpose space to provides social-emotional supports for classrooms, groups and individuals. The Dolphin Cove includes sensory and calming stations, a reading corner, a journaling station, a stretching and grounding center and STEAM activities. We also use this space for our drumming circles that support mindfulness, problem-solving and community building. We reinforce our school-wide Tier 1 PBIS (Positive Behavioral Interventions & Supports) and SEL (Social Emotional Learning) supports with classroom-based SEL lessons and activities.

As a staff, we are committed to being an exemplary school that supports resilient life-long learners and a world-class education. We strive to promote a school culture anchored in our core OSD values of Equity, Integrity, Accountability and Service. We value the partnership we have between staff, students and parents and encourage all family members to take a positive and active part in our children's learning. We know that together we are more and that everyone deserves a high quality education.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	127
Grade 1	94
Grade 2	73
Grade 3	98
Grade 4	95
Grade 5	97
Total Enrollment	584

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	51.7%
Male	48.3%
American Indian or Alaska Native	0.2%
Asian	5.5%
Black or African American	0.7%
Filipino	5.1%
Hispanic or Latino	81.7%
Native Hawaiian or Pacific Islander	0.3%
Two or More Races	2.6%
White	3.9%
English Learners	29.6%
Foster Youth	0.5%
Homeless	5%
Migrant	0.2%
Socioeconomically Disadvantaged	75.2%
Students with Disabilities	18.7%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	26.10	96.31	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	23.00	3.18	12115.80	4.41
Unknown	1.00	3.69	39.00	5.40	18854.30	6.86
Total Teaching Positions	27.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	27.50	98.21	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	0.50	1.79	38.90	5.39	15831.90	5.67
Total Teaching Positions	28.00	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at

<https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected	October 2023
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Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA and ELD for grades K-5, adopted 2016	Yes	0
Mathematics	McGraw-Hill, My Math Curriculum for grades K-5, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023	Yes	0

School Facility Conditions and Planned Improvements

Brekke School, originally constructed in 1997, is currently comprised of 42 classrooms, a cafeteria, a library, a computer lab, a staff lounge, one psychologist room, one speech room, two special education RSP rooms, and three playgrounds. The most recent inspections resulted in a “Good” to “Exemplary” rating in all areas.

Year and month of the most recent FIT report 8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			OFFICE: Floor needs repair.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	52	52	28	29	47	46
Mathematics (grades 3-8 and 11)	38	45	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	295	294	99.66	0.34	52.38
Female	156	156	100.00	0.00	54.49
Male	139	138	99.28	0.72	50.00
American Indian or Alaska Native	0	0	0	0	0
Asian	19	19	100.00	0.00	52.63
Black or African American	--	--	--	--	--
Filipino	17	17	100.00	0.00	70.59
Hispanic or Latino	240	239	99.58	0.42	48.54
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	13	13	100.00	0.00	84.62
English Learners	66	66	100.00	0.00	43.94
Foster Youth	--	--	--	--	--
Homeless	18	18	100.00	0.00	44.44
Military	0	0	0	0	0
Socioeconomically Disadvantaged	235	234	99.57	0.43	47.44
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	72	71	98.61	1.39	22.54

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	295	290	98.31	1.69	44.83
Female	156	154	98.72	1.28	44.81
Male	139	136	97.84	2.16	44.85
American Indian or Alaska Native	0	0	0	0	0
Asian	19	19	100.00	0.00	68.42
Black or African American	--	--	--	--	--
Filipino	17	17	100.00	0.00	88.24
Hispanic or Latino	240	236	98.33	1.67	36.02
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	13	13	100.00	0.00	92.31
English Learners	66	66	100.00	0.00	37.88
Foster Youth	--	--	--	--	--
Homeless	18	17	94.44	5.56	17.65
Military	0	0	0	0	0
Socioeconomically Disadvantaged	235	230	97.87	2.13	40.00
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	72	69	95.83	4.17	13.04

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	25.26	21.28	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	98	98	100.00	0.00	20.41
Female	46	46	100.00	0.00	17.39
Male	52	52	100.00	0.00	23.08
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	0	0	0	0	0
Filipino	--	--	--	--	--
Hispanic or Latino	88	88	100.00	0.00	17.05
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	16	16	100.00	0.00	0.00
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	84	84	100.00	0.00	19.05
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	27	27	100.00	0.00	0.00

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	95%	94%	93%	95%	95%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

At Brekke, we believe in forming strong partnerships with families and our community. We know that we learn best when we work together. We host many opportunities throughout the year that are designed to help us create and foster family engagement. Examples include family nights that focus on technology use, literacy, science and math, Coffee with the Principal, Back to School night, parent-teacher conferences and Open House. We also promote school-wide incentives such as our Dolphin Pride Awards throughout the year to recognize students for a variety of reasons. Family members are invited to our celebration events and Dolphin Pride assemblies.

In addition, for students and families in need of targeted academic and socio-emotional support, we use progress monitoring, SST and IEP meetings to identify needs and add layers of support as needed.

At Brekke, we encourage families to become active members of our English Learner Advisory Committee, School Site Council and PTA. We also promote fun PTA community-building activities such as dinner nights, skating, trunk or treat and movie nights. Our PTA conducts fundraising opportunities throughout the school year to help us promote and fund a positive and engaging culture at Brekke.

All opportunities for parental involvement can be found on our school website (<https://www.oxnardsd.org/Domain/47>) and/or information can be obtained by calling the school office at (805)385-1521.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	627	611	214	35.0
Female	322	314	103	32.8
Male	305	297	111	37.4
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	1	1	0	0.0
Asian	35	35	5	14.3
Black or African American	7	5	2	40.0
Filipino	33	32	4	12.5
Hispanic or Latino	504	492	187	38.0
Native Hawaiian or Pacific Islander	6	6	6	100.0
Two or More Races	15	15	3	20.0
White	26	25	7	28.0
English Learners	190	185	60	32.4
Foster Youth	3	3	0	0.0
Homeless	43	40	14	35.0
Socioeconomically Disadvantaged	480	468	184	39.3
Students Receiving Migrant Education Services	4	4	0	0.0
Students with Disabilities	132	130	61	46.9

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	1.69	0.48	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.48	0
Female	0	0
Male	0.98	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	3.03	0
Hispanic or Latino	0.4	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	1.58	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	0.63	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	1.52	0

2023-24 School Safety Plan

The safety of students and staff is our top priority at Brekke School. We have a closed campus and all visitors to the campus must sign in at the office and wear a visitor's pass. Family members who volunteer regularly at Brekke are fingerprinted and undergo a screening process at the district's expense. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch and after school. Supervision is a responsibility shared among campus assistants, teachers, and school administration.

To safeguard the well-being of students and staff at Brekke School, a comprehensive School Site Safety Plan has been developed by our Safety Committee. The Safety Plan is reviewed with staff members between November and January and adopted in February of each school year. Key elements of the Safety Plan include our visitor policy, playground supervision, disaster drills, emergency materials, and evacuation procedures.

Our school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held regularly; fire drills are held monthly, and earthquake and lock down drills are held three times a year.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23		4	
1	24		4	
2	22		4	
3	23		4	
4	32		1	
5	29		3	
Other	8	3		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	20	2	3	
1	24		3	
2	23		4	
3	21	1	3	
4	31		3	
5	32		3	
Other	10	2		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	20	1	5	0
1	23	0	4	0
2	18	1	3	0
3	23	0	4	0
4	25	1	3	0
5	28	1	3	0
6	0	0	0	0
Other	12	4	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	584

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$4,030.43	\$82.26	\$3,948.17	\$99,677.84
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	3.4	15.1
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-50.2	13.3

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality

and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Cesar E. Chavez K-8 School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Cesar E. Chavez K-8 School
Street	301 North Marquita Street
City, State, Zip	Oxnard, CA 93030-3792
Phone Number	(805) 385-1524
Principal	Bertha M. Anguiano
Email Address	banguiano@oxnardsd.org
School Website	www.oxnardsd.org/chavez
County-District-School (CDS) Code	56725386055321

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

School Vision:

Where students soar to their full potential.

School Mission:

Support Resilient and Independent Learners through Rigorous and Engaging Experiences utilizing Technology through Literacy and Communication Arts (CALCAT) to prepare them for an ever changing world.

Biliteracy Vision: Provide students the opportunity to become biliterate/bilingual/multicultural through a rigorous academic program so they can develop to their fullest potential as global citizens.

Principal's Message

The entire Cesar E. Chavez School staff is committed to providing a positive learning environment for its students. The teaching staff has high expectations for all students and attends professional development and training to improve teaching skills. Teachers take responsibility for the school's instructional goals and work together to identify and support students who are not meeting grade level standards. Teachers collaborate and communicate across grade levels with frequency to make sure students' social-emotional and academic needs are met.

All students are treated with respect and dignity. Teachers and staff care for the well-being and future success of our students. There is a school-wide discipline policy that reinforces positive behavior. The individual classroom and school-wide quarterly school awards programs reinforce positive behavior and academic accomplishments. Parents continue to play an important role at Chavez School. There are active School Site Council, PTA, and ELAC groups that support the school's goals for student achievement. The school provides opportunities for parent education and participation.

Focus will be placed on the following:

- Improve student academic performance in English Language Development, Reading and Mathematics as measured by the Oxnard School District assessment program and other site assessment tools.
- Support and assist our parents with Parenting Skills Workshops, Academic Curriculum Workshops, and Parent Family Nights to help parents assist their children with school work.

2023-24 School Description and Mission Statement

- Provide extra academic assistance to students who are performing below grade level and have not reclassified as of current date.
- Promote a culture of college and career ready students.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	91
Grade 1	75
Grade 2	77
Grade 3	99
Grade 4	85
Grade 5	97
Grade 6	116
Grade 7	115
Grade 8	124
Total Enrollment	879

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	49.9%
Male	50.1%
American Indian or Alaska Native	0.1%
Asian	0.2%
Black or African American	0.3%
Hispanic or Latino	97.5%
Two or More Races	0.1%
White	1.7%
English Learners	64.7%
Foster Youth	0.2%
Homeless	22.2%
Migrant	1.9%
Socioeconomically Disadvantaged	96.8%
Students with Disabilities	11.4%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	37.40	94.45	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.50	1.26	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	23.00	3.18	12115.80	4.41
Unknown	1.60	4.26	39.00	5.40	18854.30	6.86
Total Teaching Positions	39.60	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	38.90	87.51	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.70	1.57	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.50	1.12	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	1.20	2.88	7.30	1.01	11953.10	4.28
Unknown	3.00	6.88	38.90	5.39	15831.90	5.67
Total Teaching Positions	44.50	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.50	0.50
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.50	0.50

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	1.20
Total Out-of-Field Teachers	0.00	1.20

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	4.9	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017 Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022 McGraw-Hill, Inspire for grades 6-8, adopted 2020	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 Cengage, National Geographic Learning for grades 6-8, adopted 2019	Yes	0

School Facility Conditions and Planned Improvements

The Cesar Chavez two-story building was constructed in 2005 and is currently comprised of 34 classrooms, a library, a staff lounge, one computer lab, and a playground. The Family Resource Center is located on campus as is a cafeteria constructed in 1951 when a previous school on the same site first opened. The most recent inspections resulted in a “Good” to “Good” rating in all areas.

Year and month of the most recent FIT report

8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Room # 207: Replace stained ceiling tiles.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			Bldg# 100 Mens Restroom: Restroom needs repair. Covered with plastic bags. Second Floor Adult Restroom: Toilets covered in palstic bags. Need repair Second Floor Student Restroom: Toilets covered in palstic bags. Need repair
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External:	X			

School Facility Conditions and Planned Improvements

Playground/School Grounds, Windows/
Doors/Gates/Fences

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	24	21	28	29	47	46
Mathematics (grades 3-8 and 11)	10	14	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	646	638	98.76	1.24	20.53
Female	324	319	98.46	1.54	20.69
Male	322	319	99.07	0.93	20.38
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	0	0	0	0	0
Hispanic or Latino	627	619	98.72	1.28	20.52
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	13	13	100.00	0.00	7.69
English Learners	309	305	98.71	1.29	6.23
Foster Youth	--	--	--	--	--
Homeless	154	152	98.70	1.30	19.74
Military	0	0	0	0	0
Socioeconomically Disadvantaged	622	616	99.04	0.96	19.81
Students Receiving Migrant Education Services	11	11	100.00	0.00	27.27
Students with Disabilities	94	93	98.94	1.06	4.30

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	646	639	98.92	1.08	13.93
Female	324	319	98.46	1.54	9.40
Male	322	320	99.38	0.62	18.44
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	0	0	0	0	0
Hispanic or Latino	627	620	98.88	1.12	13.71
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	13	13	100.00	0.00	15.38
English Learners	309	306	99.03	0.97	7.19
Foster Youth	--	--	--	--	--
Homeless	154	153	99.35	0.65	16.99
Military	0	0	0	0	0
Socioeconomically Disadvantaged	622	617	99.20	0.80	13.78
Students Receiving Migrant Education Services	11	11	100.00	0.00	18.18
Students with Disabilities	94	93	98.94	1.06	4.30

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	6.17	10.55	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	220	218	99.09	0.91	10.55
Female	108	107	99.07	0.93	4.67
Male	112	111	99.11	0.89	16.22
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	212	210	99.06	0.94	9.52
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	79	78	98.73	1.27	0.00
Foster Youth	0	0	0	0	0
Homeless	43	42	97.67	2.33	9.52
Military	0	0	0	0	0
Socioeconomically Disadvantaged	213	212	99.53	0.47	9.91
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	29	29	100.00	0.00	0.00

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	95%	96%	96%	96%	97%
Grade 7	95%	95%	95%	95%	97%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

The involvement of parents and community members is an essential component of nurturing students. Every effort to invite and consider parent and community input is made to ensure the success of our students. A team of parents, teachers and administrators developed the school/parent/community involvement policy. We involve and inform families in a variety of ways. There are several parent meetings, such as School Site Council, English Learner Advisory Council, Title 1 Meetings, and "Coffee with the Principal", during which parents receive information and have input into critical decisions. Our website, Twitter and Facebook accounts are constantly updated with information that provides parents a connection to events and activities on the school campus. School information and calendars are sent home and posted on the school's social media sites on a monthly basis and as needed. Teachers regularly inform parents of student progress through phone calls, conferences, progress reports, and behavior charts, as necessary. Parent workshops will be presented on a variety of topics, including: parenting skills, ESL, technology, curricular materials and assessment. This helps parents work with their students and develop positive relationships at home, which, in turn, supports success at school. We hold meetings for parents of 8th graders in order to assist in the transition to high school. Our Outreach Consultant and School Counselors offer support by connecting families with necessary services to address social emotional needs. The school has forged partnerships with local businesses and colleges throughout the community in order to bring additional resources into the school and for our families.

With the strong support of PTA, Chavez School provides several activities to increase parent involvement and reward students for meeting their academic achievement goals. Family nights focused on Literacy, Math, and the importance of school involvement will engage parents and families in academic activities to raise awareness and understanding of the expectations set by the Common Core State Standards. Additionally, events such as the trimester Eagles Awards Assemblies, have been calendared to provide students with academic incentives to meet their learning goals and to recognize students for their achievements. Throughout the year, parents will also be invited to attend Parent/Teacher Conferences to collaborate with their child and their child's teacher to review achievement data and identify strategies for improving student success. Parents are provided with a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet will be provided. Some parents will also be asked to attend Student Success Team meetings if their child has been identified as needing support to master standards or are exhibiting significant needs in social, emotional, and/or behavioral areas. Parent training and education will be coordinated

2023-24 Opportunities for Parental Involvement

and provided by the school's Outreach Coordinator to improve parents' ability to support their children's learning.

Chavez School is deeply committed to communicate all school information to all stakeholders on a regular basis through committees, meetings, school informational news via flyers, posting signs on school gates, Parent Square, Facebook, Twitter and the school's website.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	963	934	255	27.3
Female	486	471	141	29.9
Male	477	463	114	24.6
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	1	1	1	100.0
Asian	2	2	0	0.0
Black or African American	4	3	0	0.0
Filipino	0	0	0	0.0
Hispanic or Latino	938	912	248	27.2
Native Hawaiian or Pacific Islander	1	1	1	100.0
Two or More Races	1	1	1	100.0
White	16	14	4	28.6
English Learners	606	595	134	22.5
Foster Youth	3	3	1	33.3
Homeless	231	221	53	24.0
Socioeconomically Disadvantaged	929	902	248	27.5
Students Receiving Migrant Education Services	27	27	6	22.2
Students with Disabilities	127	122	56	45.9

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	6.07	3.53	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	3.53	0
Female	3.5	0
Male	3.56	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	3.52	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	6.25	0
English Learners	3.14	0
Foster Youth	0	0
Homeless	2.16	0
Socioeconomically Disadvantaged	3.66	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	6.3	0

2023-24 School Safety Plan

The safety of students and staff is a priority at Chavez School. To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the Safety Committee, comprised of classified staff, teachers, and school administration. The Safety Plan is updated annually through a series of meetings during the months of September 2023- January 2024. The plan is presented to the teachers and parent organizations for review and input. All revisions and updates are reviewed with the staff. The School Safety Committee made a final review and recommended to forward the School Safety Plan for approval by the School Site Council at its December 7, 2023 meeting. The plan is submitted to the school board for final approval. Key elements of the Safety Plan focus on the visitor policy, monthly emergency practice drills, emergency materials, and evacuation procedures.

All visitors must sign in at the office and wear a visitor's pass at all times. When parents pick up students before dismissal bell, they are required to check in the office, show their picture identification, and sign out their child.

2023-24 School Safety Plan

Supervision is provided to ensure the safety of each student before school, during breaks, at lunch and after school. Supervision is a responsibility shared among campus supervisors, teachers, staff and the administrators. To maintain constant communication, campus supervisors carry two-way radios while on duty.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills, including fire, lockdown, earthquake, and secure campus are held monthly on a rotating schedule.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		3	
1	24		4	
2	23		4	
3	23		4	
4	23	1	3	
5	20	2	3	
6	30	3	3	10

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	17	2	3	
1	21	1	3	
2	23		5	
3	20	3	2	
4	21	3	1	
5	22	3	2	
6	28	7	8	7

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23	0	4	0
1	19	1	3	0
2	19	1	3	0
3	20	1	4	0
4	21	2	0	1
5	18	3	2	0
6	19	24	17	1
Other	22	0	1	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	439.5

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1.5
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	1.6
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,224.11	\$92.41	\$3,131.70	\$71,830.54
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	-19.7	-199.7
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-71.2	-199.7

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Curren School K-8

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Curren School K-8
Street	1101 North F St.
City, State, Zip	Oxnard, CA 93030-4003
Phone Number	(805) 385-1527
Principal	Pablo Ordaz
Email Address	pordaz@oxnardsd.org
School Website	www.oxnardsd.org/curren
County-District-School (CDS) Code	56725386055263

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Curren School, a comprehensive K-8 institution, is dedicated to serving approximately 930 students with a diverse range of academic programs. These include AVID, Biliteracy, Structured English Immersion, Designated and Integrated ELD, an Autism Program, and Robotics, complemented by various extra-curricular activities and clubs.

At the core of Curren School's educational philosophy is the Enriching Youth via Environmental Studies (EYES) strand focus. This innovative approach integrates social, political, and scientific dimensions, fostering a holistic understanding of responsible global citizenship.

Mission and Vision:

Curren School's vision is to empower students not only to acquire knowledge but to evolve into dynamic individuals. Rooted in our Vision and Mission Statement, the school is steadfast in delivering an exceptional educational program. The emphasis lies in cultivating true mastery, encouraging students to not merely learn mathematics, for instance, but to become mathematicians. Ownership of learning is a key tenet, instilling in students the ability to exercise autonomy, discover personalized success, and emerge as responsible global citizens.

Strategic Focus:

In the current academic year, Curren School places a strategic emphasis on "best first instruction." This commitment is underscored by adherence to Common Core Standards, the cultivation of 21st-century skills, integration of technology, differentiated instruction, social-emotional and behavioral support, participation in professional learning communities (PLCs), Multi-Tiered System of Supports (MTSS), and active community engagement.

Curricular Goals:

The school is dedicated to providing a rigorous academic curriculum, underpinned by data-driven instructional practices. Emphasis is placed on developing clear sets of math skills and concepts to address real-world problems, as well as fostering biliteracy and literacy skills with a focus on reading comprehension and oracy.

Professional Learning Communities (PLCs):

Curren School is committed to being dynamic and intentional in its instructional approach, promoting collaboration through the establishment of Professional Learning Communities (PLCs). This collaborative effort is essential to delivering a high-quality

2023-24 School Description and Mission Statement

educational experience and ensuring that every student receives the support necessary for academic growth.

Character Education and Leadership:

While academic excellence is paramount, Curren School places equal importance on character education and student leadership. The collaborative partnership between parents and teachers embodies a sense of community and collective efficacy, all working towards the shared goal of student achievement and success.

Curren School is a dedicated and committed professional learning community, striving collectively to nurture academic growth and unlock the full potential of each student.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	98
Grade 1	100
Grade 2	100
Grade 3	86
Grade 4	98
Grade 5	109
Grade 6	113
Grade 7	112
Grade 8	105
Total Enrollment	921

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	52.4%
Male	47.6%
Asian	0.1%
Black or African American	0.2%
Filipino	0.7%
Hispanic or Latino	97.1%
Two or More Races	0.3%
White	1.6%
English Learners	60.9%
Foster Youth	0.1%
Homeless	9.6%
Migrant	2%
Socioeconomically Disadvantaged	92.8%
Students with Disabilities	14.5%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	44.80	99.20	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.10	0.35	23.00	3.18	12115.80	4.41
Unknown	0.20	0.44	39.00	5.40	18854.30	6.86
Total Teaching Positions	45.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	43.00	92.47	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.40	0.86	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	2.00	4.30	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	1.10	2.37	38.90	5.39	15831.90	5.67
Total Teaching Positions	46.50	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	1.80
Misassignments	0.00	0.20
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	2.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.10	0.00
Total Out-of-Field Teachers	0.10	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0.8
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017 Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022 McGraw-Hill, Inspire for grades 6-8, adopted 2020	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 Cengage, National Geographic Learning for grades 6-8, adopted 2019	Yes	0
Foreign Language	McDougal Litell 2011	Yes	0

School Facility Conditions and Planned Improvements

Curren School, originally constructed in 1954, is currently comprised of 40 classrooms (including portables), a cafeteria, a library, a computer lab, a staff lounge, and workroom, five counseling rooms, and one playground. A two-story addition building to house students was completed in October of 2008. This building houses 23 classrooms, a computer lab, and a staff lounge. The most recent inspections resulted in a "Good" to "Exemplary" rating in all areas.

Year and month of the most recent FIT report

8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			Bldg. # 400 Girls Restroom: Sink faucet is loose.
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	26	28	28	29	47	46
Mathematics (grades 3-8 and 11)	11	15	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	637	634	99.53	0.47	28.08
Female	349	346	99.14	0.86	32.37
Male	288	288	100.00	0.00	22.92
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	620	617	99.52	0.48	28.04
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	281	280	99.64	0.36	8.21
Foster Youth	--	--	--	--	--
Homeless	69	69	100.00	0.00	21.74
Military	0	0	0	0	0
Socioeconomically Disadvantaged	599	596	99.50	0.50	26.51
Students Receiving Migrant Education Services	12	12	100.00	0.00	33.33
Students with Disabilities	98	98	100.00	0.00	9.18

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	637	635	99.69	0.31	14.96
Female	349	347	99.43	0.57	14.70
Male	288	288	100.00	0.00	15.28
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	620	618	99.68	0.32	14.89
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	281	281	100.00	0.00	4.98
Foster Youth	--	--	--	--	--
Homeless	69	69	100.00	0.00	8.70
Military	0	0	0	0	0
Socioeconomically Disadvantaged	599	597	99.67	0.33	13.23
Students Receiving Migrant Education Services	12	12	100.00	0.00	33.33
Students with Disabilities	98	98	100.00	0.00	3.06

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	5.85	16.89	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	228	227	99.56	0.44	17.18
Female	118	117	99.15	0.85	19.66
Male	110	110	100.00	0.00	14.55
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	--	--	--	--	--
Hispanic or Latino	224	223	99.55	0.45	16.59
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	77	77	100.00	0.00	0.00
Foster Youth	--	--	--	--	--
Homeless	34	34	100.00	0.00	14.71
Military	0	0	0	0	0
Socioeconomically Disadvantaged	212	211	99.53	0.47	15.17
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	36	36	100.00	0.00	8.33

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	86%	76%	92%	88%	90%
Grade 7	98%	98%	98%	97%	97%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

To optimize students' academic success, Curren School recognizes the pivotal role of parental involvement. Our English Learner Advisory Committee (ELAC), Parent Teacher Association (PTA), and School Site Council (SSC), in collaboration with our Outreach Coordinator, actively promote and facilitate parents' engagement in their children's education through meaningful and productive opportunities.

Curren School takes pride in its vibrant Parent Teacher Association (PTA), English Learner Advisory Committee (ELAC) and School Site Council (SSC). The PTA engages with the community through diverse school fundraisers, activities, and field trips, providing crucial support for classroom initiatives. The ELAC convenes regularly to address the specific needs of English Learners, offering a platform for community input and support. The School Site Council convenes monthly or as deemed necessary to review, monitor and plan next steps to ensure student success through the many actions implemented via the School Plan for Student Achievement.

Parents are encouraged to participate in various school events, including Back to School Night, Parent-Teacher Conferences, Math and Literacy Nights, Autism Parent Nights, Dual Language Immersion (DLI) Parent Meetings, cultural celebrations, and Coffee with the Principal meetings. These events serve as valuable opportunities for parents to actively contribute to their child's academic and social-emotional development.

Curren School's Parent and Family Engagement Policy delineates clear guidelines for parental involvement, encompassing volunteer opportunities in classrooms, school-related activities, and learning opportunities for families. Parents can contribute their time in diverse ways, such as participating in cultural nights like Día De Los Muertos, Math and Literacy Nights, parent education sessions, coaching, Robotics, grade-level field trips, sports teams, and approved classroom assistance.

For more information and to explore engagement opportunities, parents are encouraged to contact Principal Pablo Ordaz at (805) 385-1527 or via email at pordaz@oxnardsd.org. We value the collaborative partnership between parents and the school community in fostering a supportive environment for student growth and achievement.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	977	962	278	28.9
Female	516	507	151	29.8
Male	461	455	127	27.9
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	1	1	0	0.0
Black or African American	2	2	0	0.0
Filipino	6	6	4	66.7
Hispanic or Latino	950	935	266	28.4
Native Hawaiian or Pacific Islander	0	0	0	0.0
Two or More Races	3	3	1	33.3
White	15	15	7	46.7
English Learners	601	591	154	26.1
Foster Youth	4	3	1	33.3
Homeless	124	119	32	26.9
Socioeconomically Disadvantaged	911	897	256	28.5
Students Receiving Migrant Education Services	32	32	6	18.8
Students with Disabilities	164	160	57	35.6

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	3.85	3.07	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	3.07	0
Female	2.52	0
Male	3.69	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	3.16	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	3	0
Foster Youth	0	0
Homeless	4.03	0
Socioeconomically Disadvantaged	3.18	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	1.83	0

2023-24 School Safety Plan

Curren School prioritizes the safety and well-being of its students and staff through the implementation of a robust Comprehensive School Safety Plan. Developed by the School Safety Committee, in collaboration with the Oxnard Police Department and Fire Department, this plan undergoes thorough updates each school year, with revisions and updates reviewed in consultation with school staff, community members, the School Site Council, and the English Language Advisory Committee.

During the November 2023 School Site Council monthly meeting, the Safety Plan was meticulously reviewed, and subsequent approval is sought from the Board of Education in February. The plan is continuously updated and reviewed to align with evolving safety standards and best practices and is structured around three key components:

Positive School Climate-Curren School embraces the Positive Behavioral Interventions and Supports (PBIS) framework, fostering a positive school climate that encourages appropriate behavior and academic success.

Safe Physical Environment-The safety of the school's physical environment, encompassing both school premises and playgrounds, is paramount. Rigorous supervision protocols are in place, executed by campus assistants, teachers, and site administrators. All visitors are required to sign in at the office and wear a visitor's pass for enhanced security.

Disaster Preparedness-Curren School places a strong emphasis on disaster preparedness through regular drills and emergency procedures, including fire, earthquake, lockdown, and Priority 1 Lock Down Drills. Compliance with hazardous materials regulations and state earthquake standards is a fundamental aspect of the safety plan. In alignment with legal requirements, the school conducts monthly safety drills, ensuring students and staff are well-prepared for various events or disasters. The staff undergoes annual training on Active Assailant procedures.

Furthermore, the Positive Behaviors Interventions and Supports (PBIS/CHAMPS) model is employed to create and maintain a

2023-24 School Safety Plan

positive behavior management system. This model articulates a school-wide plan that establishes a vision for students, specifies expectations, and focuses on success, contributing to the achievement of academic goals and the cultivation of a safe and civil school environment.

At Curren School, the commitment to safety is unwavering, reflecting our dedication to fostering an environment conducive to learning and well-being.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		4	
1	24		4	
2	24		4	
3	24		4	
4	25	1	3	
5	27	1	2	
6	23	11	7	7
Other	11	2		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23		4	
1	24		4	
2	22		4	
3	23		4	
4	23	2	1	
5	19	3	2	
6	19	18	16	1
Other	9	2		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	20	1	4	0
1	24	0	5	0
2	24	0	4	0
3	21	0	4	0
4	31	0	3	0
5	27	0	4	0
6	23	11	16	3
Other	6	3	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	921

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,760.77	\$119.21	\$3,641.56	\$85,8886.81
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	-4.7	163.7
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-57.7	163.1

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

James Driffill Elementary School

2022-2023 School Accountability Report Card

(Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	James Driffill Elementary School
Street	910 South E Street
City, State, Zip	Oxnard, CA 93030
Phone Number	(805) 385-1530
Principal	Javier Tapia
Email Address	j3tapia@oxnardsd.org
School Website	www.oxnardsd.org/driffill
County-District-School (CDS) Code	56725386055271

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Welcome to Driffill School, where we are all “Committed to Excellence.” Students, parents, and staff work collaboratively to meet the individual needs of all of our students in a healthy learning community.

Mission: Driffill empowers children to achieve excellence.

Vision: Driffill aims to provide students with an outstanding education and promote global perspectives. Our curricular program integrates technology, environmental science, and a Biliteracy program to deepen academic knowledge.

We ALL strive together to do our personal best to support students and our community. Goal setting is a major part of the school-wide plan for improved student achievement. The Growth Mindset philosophy is a focus with staff and students to encourage everyone to develop to their fullest potential. Our curricular focus is in the areas of Language Arts (e.g., reading, writing, and speaking), Mathematics, and English Language Development. The implementation of the California Common Core Standards helps to ensure alignment and purposeful instruction in all grades.

Driffill participates in Professional Learning Communities (PLC) to improve quality Tier 1 instruction, by using multiple measures of informal and formal (Renaissance STAR Reading and Math, IAB assessments from CAASPP, ST Math, Lexia and Panorama) student data to guide the implementation of Tier 1 teaching and learning objectives. During PLCs, Biliteracy, grade-level, and content meetings, teams use student data and prioritized state standards to determine a Cycle of Inquiry focus. In grade level teams, teachers share data, plan lessons, break down state standards, and identify instructional strategies, in order to determine student-centered goals to meet both academic and social-emotional needs. Our MTSS process aims to support all students at the three tiers of response to intervention. Our academic strand focus is The School of Environmental Science and Global Awareness. Each grade level implements integrated science units. Our Dual Language Program is now up to sixth grade.

If you have any questions about our campus, please feel free to contact our Assistant Principals - Mrs. Elisondo and Mrs. Styring, or myself. We welcome everyone to visit our school to see our wonderful academic programs.

Respectfully,
Javier Tapia, Principal

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	143
Grade 1	90
Grade 2	94
Grade 3	96
Grade 4	107
Grade 5	108
Grade 6	116
Grade 7	121
Grade 8	128
Total Enrollment	1,003

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	50.6%
Male	49.4%
Black or African American	0.3%
Filipino	0.3%
Hispanic or Latino	97.6%
Native Hawaiian or Pacific Islander	0.2%
Two or More Races	0.2%
White	1.4%
English Learners	60.8%
Foster Youth	0.5%
Homeless	12.9%
Migrant	1.1%
Socioeconomically Disadvantaged	93.8%
Students with Disabilities	13.1%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	47.90	91.02	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	2.00	3.80	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	1.30	2.58	23.00	3.18	12115.80	4.41
Unknown	1.30	2.58	39.00	5.40	18854.30	6.86
Total Teaching Positions	52.60	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	48.40	93.19	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	1.00	1.92	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	1.10	2.23	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.10	0.31	7.30	1.01	11953.10	4.28
Unknown	1.20	2.31	38.90	5.39	15831.90	5.67
Total Teaching Positions	52.00	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.80
Misassignments	0.00	0.30
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	1.10

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	1.00	0.00
Local Assignment Options	0.30	0.10
Total Out-of-Field Teachers	1.30	0.10

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	1.4
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	5.2	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017 Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022 McGraw-Hill, Inspire for grades 6-8, adopted 2020	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 Cengage, National Geographic Learning for grades 6-8, adopted 2019	Yes	0
Foreign Language	McDougal Litell 2011	Yes	0

School Facility Conditions and Planned Improvements

Driffill School, originally constructed in 1946, is currently comprised of 38 classrooms, a cafeteria, a library, a computer lab, a staff lounge, and two playgrounds. A two-story building to house students has been built and was completed in January of 2014. This building houses 30 additional classrooms, a new Library, Staff Lounge and Administration offices. The most recent inspections resulted in a “Exemplary” to “Exemplary” rating in all areas.

Year and month of the most recent FIT report

8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	23	28	28	29	47	46
Mathematics (grades 3-8 and 11)	15	21	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	669	661	98.80	1.20	27.73
Female	330	325	98.48	1.52	30.86
Male	339	336	99.12	0.88	24.70
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	656	648	98.78	1.22	27.36
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	310	305	98.39	1.61	16.07
Foster Youth	--	--	--	--	--
Homeless	89	86	96.63	3.37	23.53
Military	0	0	0	0	0
Socioeconomically Disadvantaged	632	624	98.73	1.27	27.93
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	99	98	98.99	1.01	15.46

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	669	663	99.10	0.90	20.97
Female	330	326	98.79	1.21	21.47
Male	339	337	99.41	0.59	20.47
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	656	650	99.09	0.91	20.46
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	310	307	99.03	0.97	15.31
Foster Youth	--	--	--	--	--
Homeless	89	87	97.75	2.25	11.49
Military	0	0	0	0	0
Socioeconomically Disadvantaged	632	626	99.05	0.95	20.61
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	99	97	97.98	2.02	11.34

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	12.73	15.04	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	234	234	100.00	0.00	16.67
Female	109	109	100.00	0.00	14.68
Male	125	125	100.00	0.00	18.40
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	--	--	--	--	--
Hispanic or Latino	231	231	100.00	0.00	16.02
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	82	82	100.00	0.00	7.32
Foster Youth	--	--	--	--	--
Homeless	29	29	100.00	0.00	6.90
Military	0	0	0	0	0
Socioeconomically Disadvantaged	224	224	100.00	0.00	16.52
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	30	30	100.00	0.00	20.00

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	81%	94%	94%	86%	94%
Grade 7	91%	91%	91%	91%	90%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

We encourage all parents, families, and the community to work with us as educational partners. This includes opportunities to work in and/or out of the classroom, in various capacities: as parent volunteers, the School Site Council (SSC), the English Learner Advisory Council (ELAC), Cafe con Padres, and PTA. Meetings are held at various times to accommodate schedules: morning, mid-day or evening. We have regular Family Nights and parent education classes, as well as parent/student conferences. Family support enables us to better meet our goals of success. Working together as a community benefits our children. Our calendar of events and meetings can be found on our website:

http://driffill.oxnardsd.org/pages/Driffill_Elementary.

Additional opportunities for parents to be engaged are found in volunteering as they can support in the classrooms, at school events, during field trips, and participate in our fundraising efforts. Many parents participate in planned events such as Family Nights, Open House, and student performance events. In addition, parent trainings are arranged, specifically, to offer educational topics such as nutrition, safety, and parenting skills.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	1058	1033	258	25.0
Female	533	519	136	26.2
Male	525	514	122	23.7
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	0	0	0	0.0
Black or African American	3	3	1	33.3
Filipino	3	3	0	0.0
Hispanic or Latino	1033	1009	251	24.9
Native Hawaiian or Pacific Islander	2	2	2	100.0
Two or More Races	2	2	0	0.0
White	15	14	4	28.6
English Learners	645	636	147	23.1
Foster Youth	6	6	5	83.3
Homeless	148	145	30	20.7
Socioeconomically Disadvantaged	991	972	242	24.9
Students Receiving Migrant Education Services	20	19	3	15.8
Students with Disabilities	162	157	57	36.3

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.18	4.55	4.54	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	4.54	0
Female	4.13	0
Male	4.95	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	4.65	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	2.17	0
Foster Youth	0	0
Homeless	4.73	0
Socioeconomically Disadvantaged	4.64	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	7.41	0

2023-24 School Safety Plan

The safety of students and staff is a priority at Driffill School. We have a closed campus. All visitors to the campus must sign in at the office and wear a visitor's pass at all times. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among classified staff, playground aides, teachers, assistant principals, and the principal.

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the Safety Committee. The Safety Plan is updated annually. All revisions and updates are reviewed immediately with the staff. Key elements of the Safety Plan focus on playground supervision, disaster kits, and emergency procedures. Emergency supplies are inventoried on a yearly basis. All classrooms have Emergency Backpacks, which include basic first aid supplies and other essentials.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills, including fire, earthquake drills, and intruder/campus secure drills are held on a regular basis.

It is requested that parents update their personal information whenever they move or change phone numbers. We rely on Parent Square, which is an electronic message service for school-to-home communication. The principal sends messages regularly to keep parents informed and especially when we have an emergency. Parents are required to show a photo I.D when picking children up early from the office as it's intended for the safety of all children.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		6	
1	25		3	
2	23		5	
3	23		5	
4	28	1	2	
5	26	1	3	
6	22	11	15	9
Other	12	3	1	

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23		6	
1	23		4	
2	23		4	
3	20	2	3	
4	28	1	3	
5	27	1	2	
6	22	15	17	8
Other	9	3		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	20	2	5	0
1	21	2	2	0
2	23	0	4	0
3	23	0	4	0
4	22	2	3	0
5	22	2	3	0
6	21	19	15	5
Other	9	4	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	1003

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1.5
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,770.80	\$61.30	\$3,709.50	\$87,228.12
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	-2.9	1.8
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-56.0	0.0

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social

Professional Development

development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Elm Street School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Elm Street School
Street	450 East Elm Street
City, State, Zip	Oxnard, CA 93033
Phone Number	(805) 385-1533
Principal	Maria Christina Fernandez
Email Address	cfernandez@oxnardsd.org
School Website	www.oxnardsd.org/elm
County-District-School (CDS) Code	56725386055289

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Elm Street School's Mission and Vision reflects that we are a community of learners, including students, staff and families, where Every Learner Matters.

Mission -

Empower students' passion for learning

Linguistic, cultural, and academic excellence development

Maintain our classroom and school expectations, relationships, and practices to align with our values

Vision - To establish a safe, professional, biliterate learning community. In this community, educators use data-driven instruction and collaborate to achieve common goals. Together with families, students, and community members, we work towards nurturing successful and contributing members of society while addressing the holistic needs of each child.

Staff members at Elm Street School commit to the following:

- Educate with intensity, a positive attitude, and enthusiasm with respect for students, parents, each other, and self
- Set data driven goals with high expectations for all
- Communicate and collaborate as a team, being open to new ideas and reflecting on our practices
- Ensure all students have access to the curriculum
- Ensure that all students achieve grade level standards
- Maintain a safe and environmentally responsible campus

Elm Street School was established in 1948 and is one of 21 schools in the Oxnard Elementary School District. Elm Street School is a Title I school, with over 90% of students who are Socioeconomically Disadvantaged. Our student population make up includes 97% of students who are Hispanic/Latino and 75.1% of students who are English Language Learners. Elm Street School has two strand focuses; we are the School of Environmental Life Sciences and Mathematics and we have a complete Biliteracy program for all grade levels.

Elm Street School is a Dual Immersion School in all grades. Common Core State Standards (CCSS) are implemented through the district created, grade level Biliteracy Unit Frameworks. The Frameworks utilize adopted curriculum as well as evidence-based resources. Teachers employ strategies which promote higher level thinking and learning for all students. Instruction in

2023-24 School Description and Mission Statement

small groups and extra support provided by Intervention Support Teachers are opportunities for the individual needs of students to be met. Elm Street teachers are committed to meeting consistently in Professional Learning Communities in order to improve student outcomes. Teachers assess students informally and formally to monitor student growth in the core areas and meet to analyze student data results to plan instruction and student interventions. Our School Wide Goals are the following: 1. Writing across the curriculum 2. Developing oracy 3. Promoting Growth Mindset in Mathematics and ELA. Our "Instructional Look Fors" focus on the following: 1. Active participation of all students with scaffolded support 2. Instruction and student work based on grade level CCSS. 3. Frequent checking for understanding and corrective feedback 4. Evidence of well-established routines and practices to support a positive learning environment.

The Elm community is steadfast in creating a school that knows no limits to the academic and social emotional successes of each student through constant reevaluation of the mission, vision, and critical analysis of our best practices and changing needs. At Elm Street School, we dedicate ourselves to providing the best start in a journey of lifelong learning for all of our students, families, and community which includes college, career, and civic life for 21st century readiness.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	90
Grade 1	72
Grade 2	70
Grade 3	82
Grade 4	75
Grade 5	93
Total Enrollment	482

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	48.1%
Male	51.9%
Hispanic or Latino	99.6%
White	0.4%
English Learners	79%
Foster Youth	0.4%
Homeless	11.4%
Migrant	1.7%
Socioeconomically Disadvantaged	96.7%
Students with Disabilities	13.5%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	23.10	100.00	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	23.00	3.18	12115.80	4.41
Unknown	0.00	0.00	39.00	5.40	18854.30	6.86
Total Teaching Positions	23.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	21.60	94.84	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.50	2.19	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	0.60	2.97	38.90	5.39	15831.90	5.67
Total Teaching Positions	22.80	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.50
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	0.50

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at

<https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected	October 2023
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Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023	Yes	0

School Facility Conditions and Planned Improvements

Elm Street School is a new building constructed from 2016-2018. It is currently comprised of 23 classrooms, a cafeteria, a library, a science lab, a staff lounge, one speech room, one special education room, and one playground. The most recent inspections resulted in a “Exemplary” to “Exemplary” rating in all areas.

Year and month of the most recent FIT report 8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			Room # 309: Clock needs to be replaced.
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			Room # 111: Fire extinguisher needed.
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Room # 100: Front door is dragging. Room # 201: Door is dragging

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	21	18	28	29	47	46
Mathematics (grades 3-8 and 11)	11	13	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	250	243	97.20	2.80	18.11
Female	117	113	96.58	3.42	21.24
Male	133	130	97.74	2.26	15.38
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	248	241	97.18	2.82	18.26
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	170	163	95.88	4.12	8.59
Foster Youth	0	0	0	0	0
Homeless	41	35	85.37	14.63	25.71
Military	0	0	0	0	0
Socioeconomically Disadvantaged	241	234	97.10	2.90	17.95
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	39	38	97.44	2.56	0.00

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	250	250	100.00	0.00	12.80
Female	117	117	100.00	0.00	11.11
Male	133	133	100.00	0.00	14.29
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	248	248	100.00	0.00	12.90
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	170	170	100.00	0.00	8.82
Foster Youth	0	0	0	0	0
Homeless	41	41	100.00	0.00	9.76
Military	0	0	0	0	0
Socioeconomically Disadvantaged	241	241	100.00	0.00	12.86
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	39	39	100.00	0.00	0.00

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	14.94	10.20	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	98	98	100.00	0.00	10.20
Female	45	45	100.00	0.00	8.89
Male	53	53	100.00	0.00	11.32
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	96	96	100.00	0.00	10.42
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	57	57	100.00	0.00	0.00
Foster Youth	0	0	0	0	0
Homeless	24	24	100.00	0.00	4.17
Military	0	0	0	0	0
Socioeconomically Disadvantaged	95	95	100.00	0.00	10.53
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	12	12	100.00	0.00	0.00

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	98%	98%	99%	98%	97%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Parents and community members are highly encouraged to get involved and play an active role in the development and betterment of the school by being active participants and advocates for their children's education. Understanding the school's educational program, student achievement, and curriculum implementation can assist both school and community in ongoing program improvement.

Parent involvement and engagement are crucial to the academic and social-emotional success of Elm Street Elementary School students. Regular communication in the form of written notes, phone calls, parent meetings, Parent Square communication tool and calling system messages, school website, school marquee, and daily face-to-face contact and interactions are methods used to keep a constant and consistent line of two-way, open communication. Elm Street School benefits from an active Parent Teacher Association (PTA). The PTA works with the school community through various school fundraisers, school activities, school events, and educational excursions. School Site Council (SSC), the English Language Advisory Committee (ELAC), and Coffee with the Principal meetings are three additional site-based platforms through which parents are involved in providing input as a part of decision-making for school programs and resource allocation. Parent engagement opportunities provided by the school include parent education workshops, parent classes on a variety of topics, family reading nights, and volunteering in their children's classrooms. Teachers use common core standards-based progress report cards and assessment data to communicate student progress to parents in a language they can understand. To serve our parents and the community, Elm Street School has an established a relationship with Ventura County Behavioral Health which provides a cost free series of workshops and classes on nutrition, health and exercise, mental health services, positive parenting, dental hygiene, human growth and development, managing difficult behaviors, and mother-daughter relationships. We realize that the school belongs to the community and our charge is to educate and serve the school community at large, to the best of our ability to meet and support their needs.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	519	500	123	24.6
Female	246	242	59	24.4
Male	273	258	64	24.8
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	0	0	0	0.0
Black or African American	0	0	0	0.0
Filipino	0	0	0	0.0
Hispanic or Latino	517	498	123	24.7
Native Hawaiian or Pacific Islander	0	0	0	0.0
Two or More Races	0	0	0	0.0
White	2	2	0	0.0
English Learners	414	400	90	22.5
Foster Youth	2	2	1	50.0
Homeless	72	67	17	25.4
Socioeconomically Disadvantaged	500	484	121	25.0
Students Receiving Migrant Education Services	14	13	2	15.4
Students with Disabilities	81	77	24	31.2

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	0.19	0.19	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.19	0
Female	0.41	0
Male	0	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	0.19	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	0	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	0.2	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	0	0

2023-24 School Safety Plan

The safety of students and staff is a priority at Elm Street School. Elm is a closed campus, thus all visitors to the school must sign in at the office and wear a visitor's badge at all times. Supervision is a responsibility shared among campus supervisors, teachers, custodial staff, office staff, and the Principal. Supervision is provided to ensure the safety of each student before school, during recesses, at lunch, and after school. To maintain constant communication, campus supervisors, custodial staff, office staff, and the Principal carry two-way radios while on duty.

To safeguard the well-being of students and staff, a Comprehensive School Safety Plan (CSSP) has been developed by the Safety Committee which is comprised of classified staff, the lead custodian, teachers, the After School Program Site Coordinator and the Principal. The Safety Plan is updated annually by the Safety Committee. All revisions and updates are reviewed immediately with the staff as well as key groups on campus. The plan was reviewed by ELAC and SSC in November 2023. Key elements of the Safety Plan focus on visitor policy, volunteer policy, student and staff safety and wellness, dress code, discipline, playground supervision, emergency disaster kits, and emergency procedures.

The school is always in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held on a regular basis; fire drills are held monthly, and earthquake and lockdown drills are held each trimester.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		3	
1	23		4	
2	21	2	2	
3	23		4	
4	23	1	3	
5	26	1	2	

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	25		3	
1	24		3	
2	23		4	
3	21	1	3	
4	23	2	2	
5	22	2	2	

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23	0	4	0
1	24	0	3	0
2	23	0	3	0
3	21	2	2	0
4	25	0	3	0
5	23	0	4	0
6	0	0	0	0
Other	0	0	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	482

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	1
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$4,051.89	\$107.94	\$3,943.94	\$89,137.51
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	3.2	3.9
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-50.3	2.1

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Robert J. Frank Academy of Marine Science and Engineering

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Robert J. Frank Academy of Marine Science and Engineering
Street	701 North Juanita Avenue
City, State, Zip	Oxnard, CA 93030
Phone Number	(805) 385-1536
Principal	Tyler Higa
Email Address	thiga@oxnardsd.org
School Website	www.oxnardsd.org/frank
County-District-School (CDS) Code	56725386111850

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Frank Academy is committed to providing the best educational program possible for our students. Our vision of developing tomorrow's leaders through education, empowerment, and inspiration is what we strive to do on a daily basis. At Frank, our mission is to prepare students to be academically competitive and socially competent. This includes promoting life skills such as global thinking, persistence and grit, innovation, and problem solving. When students matriculate from Frank Academy, and the Oxnard School District, we expect them to be self-confident, empowered multilingual global citizens that are focused on their future and can identify their potential as an individual and community member. For our students, we want to celebrate their courage, their willingness to undertake new challenges and the skills they acquire during the educational process.

Our goal is to ignite students' passions for learning and empower them to achieve brilliance. Our focus is to transform our classroom and school expectations, relationships, and practices to more fully align with our values and our student profile. We will look to embrace high-leverage services and instructional practices through: Common Core Standards; best first-instruction; use of technology; differentiated instruction; social, emotional and behavior support; and community engagement to develop a deep understanding of meaning and application to learning. Our overall vision and mission, from an academic perspective, revolves around creating systems that allow for increased collective self-efficacy for teachers, collaboration, content knowledge, pedagogy, equity, and culturally-responsive teaching and focuses on the key characteristics or traits of a successful student as identified in our student profile to improve outcomes for our students.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 6	334
Grade 7	355
Grade 8	355
Total Enrollment	1,044

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	49.7%
Male	50.3%
Asian	1.2%
Black or African American	0.3%
Filipino	1.8%
Hispanic or Latino	93.1%
Native Hawaiian or Pacific Islander	0.1%
Two or More Races	0.4%
White	3.1%
English Learners	31.4%
Foster Youth	0.2%
Homeless	15%
Migrant	1.6%
Socioeconomically Disadvantaged	91.2%
Students with Disabilities	19.2%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	47.60	78.02	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	1.00	1.64	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	7.40	12.14	23.00	3.18	12115.80	4.41
Unknown	5.00	8.18	39.00	5.40	18854.30	6.86
Total Teaching Positions	61.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	47.50	83.33	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	5.60	9.88	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.80	1.46	7.30	1.01	11953.10	4.28
Unknown	3.00	5.32	38.90	5.39	15831.90	5.67
Total Teaching Positions	57.00	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	1.30
Misassignments	0.00	4.30
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	5.60

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	2.00	0.00
Local Assignment Options	5.40	0.80
Total Out-of-Field Teachers	7.40	0.80

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	9
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	1.2	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most	Percent Students
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		Recent Adoption ?	Lacking Own Assigned Copy
Reading/Language Arts	McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017 Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015	Yes	0
Mathematics	Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015	Yes	0
Science	McGraw-Hill, Inspire for grades 6-8, adopted 2020	Yes	0
History-Social Science	Cengage, National Geographic Learning for grades 6-8, adopted 2019	Yes	0

School Facility Conditions and Planned Improvements

RJ Frank Academy, originally constructed in 1994, is currently comprised of 47 classrooms, six full science labs, a music/band room, a library, two computer labs, an activity room, a gymnasium, one athletic field, and a teachers' lounge. RJ Frank School has fourteen relocatable classrooms. The most recent inspections resulted in a "Exemplary" to "Exemplary" rating in all areas.

Year and month of the most recent FIT report

8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			Bldg. # 8 Boys Restroom: ü
Interior: Interior Surfaces	X			A-11: Broken outlet cover. A-12: Carpet needs to be replaced. A-13: Carpet needs to be replaced.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			P-2: ü
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	30	30	28	29	47	46
Mathematics (grades 3-8 and 11)	13	13	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	1056	1010	95.64	4.36	29.98
Female	522	503	96.36	3.64	33.00
Male	534	507	94.94	5.06	26.98
American Indian or Alaska Native	0	0	0	0	0
Asian	13	13	100.00	0.00	61.54
Black or African American	--	--	--	--	--
Filipino	18	18	100.00	0.00	61.11
Hispanic or Latino	984	939	95.43	4.57	28.30
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	33	32	96.97	3.03	43.75
English Learners	322	279	86.65	13.35	5.80
Foster Youth	--	--	--	--	--
Homeless	177	154	87.01	12.99	15.33
Military	0	0	0	0	0
Socioeconomically Disadvantaged	962	919	95.53	4.47	26.29
Students Receiving Migrant Education Services	23	17	73.91	26.09	17.65
Students with Disabilities	205	201	98.05	1.95	5.97

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	1056	1015	96.12	3.88	12.94
Female	522	500	95.79	4.21	11.24
Male	534	515	96.44	3.56	14.59
American Indian or Alaska Native	0	0	0	0	0
Asian	13	13	100.00	0.00	38.46
Black or African American	--	--	--	--	--
Filipino	18	18	100.00	0.00	33.33
Hispanic or Latino	984	945	96.04	3.96	11.57
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	33	31	93.94	6.06	25.81
English Learners	322	297	92.24	7.76	1.35
Foster Youth	--	--	--	--	--
Homeless	177	159	89.83	10.17	6.96
Military	0	0	0	0	0
Socioeconomically Disadvantaged	962	924	96.05	3.95	10.86
Students Receiving Migrant Education Services	23	21	91.30	8.70	0.00
Students with Disabilities	205	199	97.07	2.93	0.50

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	14.21	9.51	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	359	354	98.61	1.39	9.35
Female	171	168	98.25	1.75	7.74
Male	188	186	98.94	1.06	10.81
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	343	338	98.54	1.46	8.01
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	99	95	95.96	4.04	0.00
Foster Youth	--	--	--	--	--
Homeless	57	53	92.98	7.02	3.77
Military	0	0	0	0	0
Socioeconomically Disadvantaged	327	322	98.47	1.53	6.85
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	77	76	98.70	1.30	1.33

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 7	94%	94%	94%	93%	93%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

In order for students to achieve their fullest potential, we know that parental involvement is a critical factor to ensure students' educational success. Our English Learner Advisory Committee (ELAC), Parent Teacher Organization (PTO), and School Site Council (SSC), in coordination with our Outreach Coordinator, offer and encourage parents to become active participants in their children's education by participating in the meaningful and productive opportunities offered. These parent led organizations help to offer support and ideas on how to meet the needs of students and the community at Frank Academy. Our School Site Council helps to oversee and approve our school plan that includes monitoring federal funding such as Title I and Title III and the allocation of said funds. The school's Parent Involvement Policy provides clear guidelines for parents to serve as volunteers in classroom and school activities. Our Back to School Night, Parent-Teacher Conferences, ELAC, and SSC meetings, further support and foster meaningful and productive parental opportunities to participate in their child's academic and social-emotional growth. Apart from the required meetings, Frank School also hosts parent nights involving academic topics, parenting workshops in coordination with our school-assigned Social Worker (Healthy Start Program), and College and Career readiness.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	1100	1081	105	9.7
Female	543	533	48	9.0
Male	557	548	57	10.4
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	13	13	2	15.4
Black or African American	3	3	0	0.0
Filipino	19	19	0	0.0
Hispanic or Latino	1025	1009	99	9.8
Native Hawaiian or Pacific Islander	1	1	0	0.0
Two or More Races	4	4	0	0.0
White	35	32	4	12.5
English Learners	430	418	37	8.9
Foster Youth	2	2	1	50.0
Homeless	188	180	18	10.0
Socioeconomically Disadvantaged	1005	988	101	10.2
Students Receiving Migrant Education Services	31	31	0	0.0
Students with Disabilities	215	214	38	17.8

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.41	11.44	13.27	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.09	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	13.27	0
Female	10.5	0
Male	15.98	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	15.79	0
Hispanic or Latino	13.46	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	8.57	0
English Learners	17.67	0
Foster Youth	0	0
Homeless	15.96	0
Socioeconomically Disadvantaged	14.03	0
Students Receiving Migrant Education Services	12.9	0
Students with Disabilities	13.02	0

2023-24 School Safety Plan

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the School Safety Committee, which includes input from the Oxnard Police Department and Fire Department. The Safety Plan is updated in the Fall and all revisions and updates are reviewed with the staff and community members, including School Site Council. The School Site Council will review the plan during the December SSC meeting. The plan is presented to the Board of Education in February for board approval. Key elements of the safety plan focus on three components: 1) Positive School Climate, which is based on Positive Behavioral Interventions and Supports (PBIS), 2) The school's Safe Physical Environment, which includes school and playground supervision, and 3) Disaster Preparedness which focuses on disaster drills and emergency procedures.

The safety of students and staff is our priority and a primary concern of Frank Academy. All visitors to the campus must sign in at the Office and wear a visitor's pass at all times. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus supervisors, teachers, and the site administrators. Additionally, Frank Academy uses the PBIS/CHAMPS model and has a developed and articulated a School-wide Positive Behavior Interventions and Support Plan. Implementing a successful behavior management system that establishes a vision for the students, specifies expectations, and focuses on success, helps Frank achieve our academic goals and create a safe and civil school.

The school complies with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills, including fire, earthquake and lockdown drills, are held monthly. Frank Academy conducts monthly safety and disaster drills to prepare for emergency situations. This includes Priority 1 Lock Down Drills to prepare for an intruder on campus and verify that all systems and protocols are in place. This year, school staff were trained on Active Intruder situations and how to best react if a situation were to arise. Additionally, the school works with our shared School Resource Officer to keep the campus safe and address areas of need from a safety standpoint.

2023-24 School Safety Plan

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	21	24	25	
Mathematics	21	17	20	
Science	26	9	26	
Social Science	25	8	23	

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	19	37	15	
Mathematics	19	21	18	
Science	24	10	26	
Social Science	25	7	23	

2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	18	34	17	0
Mathematics	19	18	18	0
Science	23	12	22	0
Social Science	23	10	20	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	522

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1.5
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$4,228.37	\$106.04	\$4,122.34	\$93,022.00
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	7.7	8.2
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-46.1	6.4

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality

and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Fremont Academy of Environmental Science and Innovative Design

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Fremont Academy of Environmental Science and Innovative Design
Street	1130 North M Street
City, State, Zip	Oxnard, CA 93030
Phone Number	(805) 385-1539
Principal	Dave De Los Santos
Email Address	ddelossantos@oxnardsd.org
School Website	https://www.oxnardsd.org/Domain/394
County-District-School (CDS) Code	56725386055313

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

The Fremont Academy of Environmental Science and Innovative Design was established in 1961 and is one of 21 schools in the Oxnard School District. It is 1 of 3 comprehensive middle schools. The Fremont Academy focus of Environmental Science and Innovative Design incorporates Fremont's garden as an outdoor learning area. It also includes the Environmental Science elective in which students learn 3-D design using innovative technology. Fremont Scholars are also provided the opportunity for an elective wheel in which they have the opportunity to take Robotics, MESA, and Concepts in Math with Art and Careers. Fremont Academy currently serves 695 students in grades sixth, seventh, and eighth on a traditional calendar. The school is located in Oxnard which sits along a beautiful stretch of the Pacific coastline. Oxnard is the largest city in Ventura County and Fremont mirrors its ethnically diverse population.

Fremont Academy embraces STEAM-centered education and provides educational opportunities for all students to promote college and career readiness. Many students are in Fremont's AVID Program which focuses on college-prep courses and skills, organization, and successful note-taking strategies. Our educational program promotes exciting opportunities for students to learn and grow through inquiry-based, hands-on exploration of our local and global environments. Core knowledge and skill development are accelerated as learners engage in challenging, environmentally-themed projects spanning the classroom, specialized labs, and field-based experiences. This interactive approach encourages students to ask questions, make decisions, and take responsibility for their learning outcomes. As a result, students challenge themselves with higher expectations each and every day and build a platform for lifelong learning and personal success.

At Fremont, we believe that all students have the ability to succeed. We foster a culture of respect and celebrate diversity. Supported by coaching and guidance from teachers, students are empowered to direct their own learning path, which is designed to meet each individual's unique cultural, social, emotional, and intellectual needs. Our fully integrated project-based curriculum fosters collaboration and communication while providing flexibility and choice. An exciting range of electives, extracurricular activities, and community partnerships provide additional opportunities for all students to thrive academically and socially.

Mission Statement: Fremont Academy is committed to providing a safe and positive environment for students to achieve their full academic potential as well-rounded individuals. We are dedicated to collaborating with parents and community leaders to

2023-24 School Description and Mission Statement

prepare students to be productive, socially responsible and able to participate in a global, diverse and technological society.

We are Innovators...We are Leaders...We are Fremont.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 6	254
Grade 7	232
Grade 8	248
Total Enrollment	734

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	44.8%
Male	55.2%
Asian	1%
Black or African American	1.1%
Filipino	1.8%
Hispanic or Latino	90.2%
Native Hawaiian or Pacific Islander	0.3%
Two or More Races	1%
White	4.8%
English Learners	24.5%
Foster Youth	0.3%
Homeless	7.8%
Migrant	1.1%
Socioeconomically Disadvantaged	88.6%
Students with Disabilities	26.8%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	37.40	76.14	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.70	1.53	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.20	0.51	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	2.50	5.15	23.00	3.18	12115.80	4.41
Unknown	8.20	16.68	39.00	5.40	18854.30	6.86
Total Teaching Positions	49.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	36.70	80.66	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	4.10	9.01	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	1.60	3.65	7.30	1.01	11953.10	4.28
Unknown	3.00	6.66	38.90	5.39	15831.90	5.67
Total Teaching Positions	45.50	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	1.00
Misassignments	0.20	3.10
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.20	4.10

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	1.00	0.80
Local Assignment Options	1.50	0.80
Total Out-of-Field Teachers	2.50	1.60

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.4	8.1
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	1.6	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most	Percent Students
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		Recent Adoption ?	Lacking Own Assigned Copy
Reading/Language Arts	McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017 Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015	Yes	0
Mathematics	Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015	Yes	0
Science	McGraw-Hill, Inspire for grades 6-8, adopted 2020	Yes	0
History-Social Science	Cengage, National Geographic Learning for grades 6-8, adopted 2019	Yes	0
Foreign Language	McDougal Litell 2011	Yes	0

School Facility Conditions and Planned Improvements

Fremont Academy, originally built in 1961, is currently comprised of 54 classrooms, a library, one computer lab, a multi-purpose room, an athletic field, an activity room, and two staff lounges. The most recent inspections resulted in a “Good” to “Exemplary” rating in all areas.

Year and month of the most recent FIT report

8/11/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	22	19	28	29	47	46
Mathematics (grades 3-8 and 11)	8	11	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	742	716	96.50	3.50	19.16
Female	336	321	95.54	4.46	24.06
Male	406	395	97.29	2.71	15.19
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	13	12	92.31	7.69	58.33
Hispanic or Latino	664	641	96.54	3.46	17.19
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	39	38	97.44	2.56	34.21
English Learners	143	141	98.60	1.40	1.42
Foster Youth	--	--	--	--	--
Homeless	63	58	92.06	7.94	10.34
Military	0	0	0	0	0
Socioeconomically Disadvantaged	662	639	96.53	3.47	16.30
Students Receiving Migrant Education Services	12	11	91.67	8.33	9.09
Students with Disabilities	203	186	91.63	8.37	5.41

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	742	713	96.09	3.91	11.22
Female	336	319	94.94	5.06	11.91
Male	406	394	97.04	2.96	10.66
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	13	12	92.31	7.69	50.00
Hispanic or Latino	664	638	96.08	3.92	8.78
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	39	38	97.44	2.56	31.58
English Learners	143	139	97.20	2.80	1.44
Foster Youth	--	--	--	--	--
Homeless	63	58	92.06	7.94	1.72
Military	0	0	0	0	0
Socioeconomically Disadvantaged	662	636	96.07	3.93	8.65
Students Receiving Migrant Education Services	12	10	83.33	16.67	--
Students with Disabilities	203	186	91.63	8.37	3.23

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	6.50	7.56	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	256	244	95.31	4.69	9.84
Female	115	110	95.65	4.35	8.18
Male	141	134	95.04	4.96	11.19
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	226	216	95.58	4.42	6.48
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	15	14	93.33	6.67	35.71
English Learners	33	31	93.94	6.06	0.00
Foster Youth	--	--	--	--	--
Homeless	23	22	95.65	4.35	0.00
Military	0	0	0	0	0
Socioeconomically Disadvantaged	232	221	95.26	4.74	6.79
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	62	57	91.94	8.06	10.53

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 7	97%	97%	96%	97%	95%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Fremont Academy strives to encourage meaningful, two-way communication with parents regarding student learning, school activities and opportunities for involvement. Parents are invited to attend Back to School Night, attend Parent-Teacher conferences, and participate in other parent meetings. Monthly "Coffee with the Counselors " meetings are held in an intimate forum, along with informational and educational sessions that parents are encouraged to attend and participate in. Parents are also invited to participate in decision-making and advisory committees, such as School Site Council and English Learner Advisory Council. Fremont Academy benefits from an extremely active and involved Parent Teacher Association. The Fremont PTA supports many school programs including PTA Reflections, fundraisers, Family Nights, and parent education events. Parents are encouraged to volunteer at school, in classrooms and as field trip chaperones. The Fremont counseling center offers workshops to parents including Parent Project and the Latino Family Literacy Project. Incoming 6th grade Academy Tours, High School A-G Nights for 8th grade, and Safety Presentations, including Internet Safety Parent workshops, are also offered. Parent involvement activities have been offered on site and virtually through webinars to accommodate the busy schedules of our parents.

Information regarding parent involvement is provided in the annually updated School Parental Involvement Policy. Upcoming events and meetings are regularly communicated through the school website, the school marquee, social media, and Parent Square messaging that includes phone calls, texts, and emails. Parent training has been conducted by Fremont's Outreach Consultant on Canvas, the district's learning management system, as well as Google classroom.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	787	775	214	27.6
Female	360	352	92	26.1
Male	427	423	122	28.8
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	7	6	1	16.7
Black or African American	10	10	1	10.0
Filipino	13	13	2	15.4
Hispanic or Latino	704	694	199	28.7
Native Hawaiian or Pacific Islander	2	2	0	0.0
Two or More Races	8	8	3	37.5
White	43	42	8	19.0
English Learners	210	204	56	27.5
Foster Youth	6	6	2	33.3
Homeless	70	69	31	44.9
Socioeconomically Disadvantaged	698	690	199	28.8
Students Receiving Migrant Education Services	15	15	5	33.3
Students with Disabilities	219	215	86	40.0

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.23	13.61	19.06	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	19.06	0
Female	18.06	0
Male	19.91	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	7.69	0
Hispanic or Latino	19.74	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	16.28	0
English Learners	24.76	0
Foster Youth	0	0
Homeless	28.57	0
Socioeconomically Disadvantaged	20.63	0
Students Receiving Migrant Education Services	26.67	0
Students with Disabilities	19.18	0

2023-24 School Safety Plan

The safety of students and staff is first and foremost in the school operations at Fremont Academy. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch and after school and is a responsibility shared among campus supervisors, teachers, school staff and administration. All visitors to the campus must sign in at the office and wear a visitor's pass at all times.

Authorized adults picking up students during school hours must present valid picture identification and be on the student's emergency contact card filed with the school. To further ensure the safety, security and welfare of students and staff, a Comprehensive School Safety Plan has been developed by the School Safety Committee. The School Safety Plan is updated annually and reviewed with the Fremont Leadership Team and staff and approved by the School Site Council to meet the needs of the site. Key elements of the School Safety Plan focus on supervision, disaster kits, positive behavior support, and emergency drills and procedures in preparedness for true emergencies, including evacuation procedures. Safety drills are held regularly to prepare for earthquakes, lock downs, and fire.

As part of a positive school climate and culture, every staff member is trained in the CHAMPS (Communication, Help, Action, Movement, Participation, and Success) model for teachers and all staff to effectively manage student behavior in a proactive, positive, and instructional manner. In addition, staff models and teaches our school expectations using School-wide Positive Behavior Plan including the "Three B's" (Be Respectful, Be Responsible, Be Safe). Fremont embraces the strategies of the Positive Behavior Interventions and Supports (PBIS) model. Our PBIS team is meeting bi-weekly and working with the entire staff to focus on areas of need around the campus. The Guidelines for Success, known as WINGS, are recited daily during morning announcements and students are encouraged to spread their WINGS – work hard, improve, no drama, get good grades, and share kindness.

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	20	21	10	1
Mathematics	18	22	8	
Science	22	12	16	
Social Science	22	12	14	

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	18	25	9	1
Mathematics	21	15	5	4
Science	24	8	13	1
Social Science	22	11	12	1

2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	20	18	10	1
Mathematics	18	19	7	1
Science	22	10	13	1
Social Science	23	8	12	2

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	367

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1.5
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	1.4
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$4,773.52	\$119.44	\$4,654.08	\$90,840.47
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	19.7	5.8
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-34.5	4.0

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality

and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Norma Harrington Elementary School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Norma Harrington Elementary School
Street	451 E. Olive St.
City, State, Zip	Oxnard, CA 93033
Phone Number	(805) 385-1542
Principal	Rosaura Castellanos
Email Address	rcastellanos@oxnardsd.org
School Website	www.oxnardsd.org/harrington
County-District-School (CDS) Code	56725386055297

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

At Norma Harrington School, we strive for academic excellence for all students. We have established an educational program in which we emphasize a strong foundation in academics based on the California Common Core Standards, while providing a safe, nurturing environment because we believe students are most successful when they feel comfortable and want to be at school every day. Harrington employs a faculty of professional, dedicated teachers and support staff that go above and beyond in order to meet the needs of our community.

With a staff of this quality, children are afforded a classroom environment where they can prosper and strive to reach their highest potential. We encourage parents to be involved in the schooling of their children and assist by providing them the skills and information needed to support their children. We believe that students thrive when parents and school staff work together to properly equip them to achieve success in our complex and competitive society. This year our biliteracy program has expanded to fourth grade. We believe that all students are capable of becoming bilingual, biliterate, and bicultural.

Realizing the critical importance of an education firmly grounded in preparing our students for middle school and beyond, we embrace and incorporate the use of technology as well as the introduction of a focus strand in Environmental Science, Music and the Arts. Concurrently, we also maintain a student-centered after-school program that provides an atmosphere in which a child's social, emotional and intellectual needs are equally important. The social and emotional well being of students is supported by a School Psychologist, a School Counselor and Outreach Specialist.

Implementation of our school mission is made possible by the support staff employed to augment our program. A Literacy Intervention Teacher provides additional academic support to students identified through our Multi-Tiered System of Supports process and we have para educator support in kindergarten.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	105
Grade 1	73
Grade 2	102
Grade 3	80
Grade 4	82
Grade 5	98
Total Enrollment	540

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	45.2%
Male	54.8%
Filipino	0.4%
Hispanic or Latino	98.5%
White	1.1%
English Learners	70.9%
Homeless	12.8%
Migrant	0.7%
Socioeconomically Disadvantaged	89.8%
Students with Disabilities	18.1%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	23.10	86.85	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.50	1.88	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	1.00	3.76	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	2.00	7.52	23.00	3.18	12115.80	4.41
Unknown	0.00	0.00	39.00	5.40	18854.30	6.86
Total Teaching Positions	26.60	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.50	81.82	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	2.50	9.09	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	2.50	9.09	38.90	5.39	15831.90	5.67
Total Teaching Positions	27.50	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	1.00	0.50
Misassignments	0.00	2.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	1.00	2.50

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	2.00	0.00
Total Out-of-Field Teachers	2.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	8.3
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	9.3	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
---------	--	------------------	------------------------------

		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023	Yes	0

School Facility Conditions and Planned Improvements

Harrington School was completed and dedicated on January 16, 2016. This campus has 30 classrooms, administration offices, library/media room, staff lounge, meeting room, nurse's office, kitchen, multi-purpose room, playground, and a piano lab. The most recent inspections resulted in a "Good" to "Good" rating in all areas.

Year and month of the most recent FIT report

8/2/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			Custodial Room # 313: Water heater is leaking.
Interior: Interior Surfaces	X			Bldg. # 1 Office: Replace stained ceiling tiles. Classroom # 351: Replace stained ceiling tiles. Classroom # 354: Paint corner of room Classroom # 357: Replace stained ceiling tiles. Exterior wall of room needs stucco and paint. Multi Purpose Room # 201: Patch and paint next to MDF panel box
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Classroom # 357: Replace stained ceiling tiles. Exterior wall of room needs stucco and paint.
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	24	34	28	29	47	46
Mathematics (grades 3-8 and 11)	13	17	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	251	247	98.41	1.59	33.60
Female	95	94	98.95	1.05	35.11
Male	156	153	98.08	1.92	32.68
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	--	--	--	--	--
Hispanic or Latino	245	241	98.37	1.63	33.20
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	136	133	97.79	2.21	22.56
Foster Youth	0	0	0	0	0
Homeless	39	38	97.44	2.56	36.84
Military	0	0	0	0	0
Socioeconomically Disadvantaged	229	225	98.25	1.75	32.89
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	52	51	98.08	1.92	3.92

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	251	245	97.61	2.39	17.21
Female	95	94	98.95	1.05	12.77
Male	156	151	96.79	3.21	20.00
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	--	--	--	--	--
Hispanic or Latino	245	239	97.55	2.45	16.81
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	136	132	97.06	2.94	9.92
Foster Youth	0	0	0	0	0
Homeless	39	38	97.44	2.56	13.16
Military	0	0	0	0	0
Socioeconomically Disadvantaged	229	223	97.38	2.62	16.22
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	52	50	96.15	3.85	4.08

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	19.23	13.68	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	95	95	100.00	0.00	13.68
Female	36	36	100.00	0.00	5.56
Male	59	59	100.00	0.00	18.64
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	--	--	--	--	--
Hispanic or Latino	91	91	100.00	0.00	13.19
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	44	44	100.00	0.00	4.55
Foster Youth	0	0	0	0	0
Homeless	20	20	100.00	0.00	5.00
Military	0	0	0	0	0
Socioeconomically Disadvantaged	86	86	100.00	0.00	11.63
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	22	22	100.00	0.00	9.09

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	100%	100%	100%	100%	100%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Parents are encouraged to volunteer at the school and participate on the School Site Council, English Language Advisory Council, and PTA.

The Harrington SSC is made up of very dedicated parents and staff. We collaborate on school business, and constantly review and update our School Plan for Student Achievement, ensuring that the best possible program is offered to our students. Our ELAC is very active in learning about language acquisition and literacy support. A group of 20-30 parents attend our monthly meetings which includes training on various topics to ensure their ability to be partners in their children's education. The Harrington PTA is active at our school with fundraisers and monthly meetings, as well as providing volunteers to support various grade-level activities and field trips. Our PTA is very supportive of enrichment activities in and out of the classroom.

This year's school plan includes increasing the number and variety of parent workshops that include: health, nutrition, social development, mental health, behavioral supports, academic proficiency, and literacy support. The principal sends text messages and voice messages to parents regarding important information in order to increase parent communication.

Our PTA works collaboratively with our school in order to encourage parent participation at events after school as well as for our student recognition ceremonies. This year, we continue with our awards program and have more students receiving awards every trimester. We believe celebrating student achievement is a great way to encourage parents to become involved in their child's educational journey.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	568	553	186	33.6
Female	253	249	83	33.3
Male	315	304	103	33.9
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	0	0	0	0.0
Black or African American	1	1	1	100.0
Filipino	2	2	0	0.0
Hispanic or Latino	557	543	183	33.7
Native Hawaiian or Pacific Islander	0	0	0	0.0
Two or More Races	1	1	1	100.0
White	7	6	1	16.7
English Learners	400	393	126	32.1
Foster Youth	1	1	0	0.0
Homeless	80	78	23	29.5
Socioeconomically Disadvantaged	513	498	167	33.5
Students Receiving Migrant Education Services	7	7	3	42.9
Students with Disabilities	120	116	54	46.6

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	1.52	1.23	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	1.23	0
Female	0	0
Male	2.22	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	1.08	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	1	0
Foster Youth	0	0
Homeless	3.75	0
Socioeconomically Disadvantaged	1.36	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	1.67	0

2023-24 School Safety Plan

The safety of students and staff is a priority at Harrington School. All visitors to the campus must sign in at the office and wear a visitor's pass at all times. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch and after school. Supervision is a responsibility shared among campus assistants, teachers and the principal.

To safeguard the well-being of students and staff, a Comprehensive School Safety Plan has been developed by the PBIS/Safety Committee. The Safety Plan is updated annually in the fall and all revisions and updates are reviewed with the staff. Key elements of the Safety Plan focus on the visitor policy and emergency and evacuation procedures. A review of school safety, in general, is a regular item at our staff meetings.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held regularly; fire drills are held monthly, earthquake drills are held twice a year, and intruder/secure campus drills are held periodically.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		4	
1	22		4	
2	26		3	
3	24		4	
4	32		3	
5	28		3	
Other	12	4		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		3	
1	24		4	
2	20	3	1	
3	23		3	
4	31		3	
5	25	1	3	
Other	13	3		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	21	1	4	0
1	24	0	3	0
2	23	0	4	0
3	25	0	3	0
4	24	0	3	0
5	30	0	3	0
6	0	0	0	0
Other	12	3	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	540

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,965.36	\$92.55	\$3,872.81	\$91,564.89
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	1.4	6.6
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-52.0	4.8

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality

and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Kamala School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Kamala School
Street	634 West Kamala Street
City, State, Zip	Oxnard, CA 93033
Phone Number	(805) 385-1548
Principal	Brian Blevins
Email Address	bblevins@oxnardsd.org
School Website	https://www.oxnardsd.org/KamalaElementary
County-District-School (CDS) Code	56725386055339

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

The goal of Kamala School is to provide each student with a challenging and rigorous curriculum. We believe every child can achieve academic success. To this end, every child will be provided with quality instructional experiences, which recognize, support, and maintain high expectations for all students. We use assessment results, teacher observations, and other data to drive and refine our instruction, and ensure all students are successful. We believe providing high quality primary instruction is the best way to support student success. Our staff continues to implement curriculum that is based on the Common Core State Standards in Language Arts, English Language Development, and Math. Kamala is a Biliteracy school with a focus on art and technology. The goal of the program is for every participating student to be bilingual and biliterate, in Spanish and English, by 8th grade.

We believe that the social emotional needs of students must be met in order to ensure academic success. To this end, we have an outreach coordinator and two counselors. These team members assist us in our efforts to meet the needs of all our students and provide families with the support they need in all areas. As principal, I would like to extend a warm welcome to all parents to join with our staff in supporting Kamala School's vision and mission. Whether in a formal way, such as joining our School Site Council, English Learner Advisory Committee or PTA, or simply by supporting your child with his or her work, parents play a huge role in the success of their child. It will take the efforts of all of us to provide a strong instructional program and ensure all our students achieve their full potential.

Vision...Ensure every student achieves his or her full potential.

Mission...To inspire and challenge all students to become resilient, life-long learners who are empowered to be responsible, contributing citizens and leaders.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	92
Grade 1	92
Grade 2	93
Grade 3	94
Grade 4	108
Grade 5	100
Grade 6	109
Grade 7	135
Grade 8	129
Total Enrollment	952

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	48.4%
Male	51.6%
Asian	0.2%
Black or African American	0.2%
Filipino	0.2%
Hispanic or Latino	98.1%
Two or More Races	0.3%
White	0.9%
English Learners	65.1%
Homeless	16.8%
Migrant	2.9%
Socioeconomically Disadvantaged	97.4%
Students with Disabilities	12.7%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	42.20	89.98	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	1.30	2.92	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	2.70	5.76	23.00	3.18	12115.80	4.41
Unknown	0.60	1.32	39.00	5.40	18854.30	6.86
Total Teaching Positions	46.90	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	41.30	89.91	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	2.10	4.70	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.20	0.43	7.30	1.01	11953.10	4.28
Unknown	2.20	4.91	38.90	5.39	15831.90	5.67
Total Teaching Positions	46.00	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	1.00
Misassignments	0.00	1.10
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	2.10

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	1.90	0.20
Local Assignment Options	0.70	0.00
Total Out-of-Field Teachers	2.70	0.20

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	5.6
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017 Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022 McGraw-Hill, Inspire for grades 6-8, adopted 2020	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 Cengage, National Geographic Learning for grades 6-8, adopted 2019	Yes	0

School Facility Conditions and Planned Improvements

Kamala School, originally constructed in 1952, is currently comprised of 35 classrooms, a cafeteria, a library, two computer labs, a staff lounge, one RSP and Speech room, one support room, and two playgrounds. A two-story building to house students was completed in November of 2008. This building houses 20 classrooms, 3 science labs, a common room, counselor office, speech room and 2 RSP rooms. The most recent inspections resulted in a "Good" to "Good" rating in all areas.

Year and month of the most recent FIT report

8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Bldg. # 800 Boys Restroom: Missing soap dispenser. Bldg. #300 Boys Restroom: Missing soap dispenser. Room # 205: Missing fire extinguisher. Cabinet door is broken.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			Bldg. # 7 1st Floor Boys Restrooms: 2 lights are not working. Bldg. # 7 1st Floor Girls Restrooms: 2 clogged toilets. 2 lights are not working properly Room # 401: Lights are not working. Room # 505: 1 light fixture is out.
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			Bldg. # 400 Boys Restroom: 1 faucet is not working. Soap dispenser not working. Bldg. # 400 Girls Restroom: 1 faucet is not working. Soap dispenser not working. Bldg. # 7 1st Floor Girls Restrooms: 2 clogged toilets. 2 lights are not working properly

School Facility Conditions and Planned Improvements

			<p>Bldg. # 7 2nd Floor Boys Restrooms: 2 faucets not working. 2 toilets not working.</p> <p>Bldg. #500 Boys Restroom: Hose bib missing. Soap dispenser missing.</p> <p>Room # 109: Drinking fountain not working properly.</p> <p>Room # 206: Drinking fountain not working. Missing 2 blinds.</p>
Safety: Fire Safety, Hazardous Materials	X		Room # 205: Missing fire extinguisher. Cabinet door is broken.
Structural: Structural Damage, Roofs	X		
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X		Room # 131 Workroom: 3 missing blinds. Room # 206: Drinking fountain not working. Missing 2 blinds.

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	24	27	28	29	47	46
Mathematics (grades 3-8 and 11)	10	14	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	662	654	98.79	1.21	26.95
Female	335	333	99.40	0.60	33.13
Male	327	321	98.17	1.83	20.56
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	647	639	98.76	1.24	26.96
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	341	334	97.95	2.05	7.19
Foster Youth	0	0	0	0	0
Homeless	116	112	96.55	3.45	21.43
Military	0	0	0	0	0
Socioeconomically Disadvantaged	646	638	98.76	1.24	26.53
Students Receiving Migrant Education Services	17	17	100.00	0.00	29.41
Students with Disabilities	92	89	96.74	3.26	3.37

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	662	653	98.64	1.36	13.78
Female	335	333	99.40	0.60	15.02
Male	327	320	97.86	2.14	12.50
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	647	638	98.61	1.39	13.79
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	341	334	97.95	2.05	6.89
Foster Youth	0	0	0	0	0
Homeless	116	111	95.69	4.31	18.92
Military	0	0	0	0	0
Socioeconomically Disadvantaged	646	637	98.61	1.39	13.66
Students Receiving Migrant Education Services	17	17	100.00	0.00	11.76
Students with Disabilities	92	89	96.74	3.26	2.25

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	9.21	10.13	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	232	228	98.28	1.72	10.13
Female	117	117	100.00	0.00	12.07
Male	115	111	96.52	3.48	8.11
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	227	223	98.24	1.76	9.91
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	95	93	97.89	2.11	0.00
Foster Youth	0	0	0	0	0
Homeless	36	33	91.67	8.33	9.09
Military	0	0	0	0	0
Socioeconomically Disadvantaged	232	228	98.28	1.72	10.13
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	29	27	93.10	6.90	3.70

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	97%	97%	97%	97%	97%
Grade 7	87%	87%	85%	88%	88%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Kamala School benefits from an active Parent Teacher Association (PTA). The PTA works with the community and leads school fundraisers, events, and field trips. Parents are very active in school committees such as School Site Council and the English Learner Advisory Committee. We invite parents to join us at Coffee with Us/Cafe con nosotros meetings at which information is provided on various topics from school staff and community members. Parents are also invited to participate in parent workshops with Coach AI and Disciplina Positiva, Family Literacy Nights, Math Nights, Back to School Night, Open House and art shows. Parents are also encouraged to volunteer at the school. Please let your child's teacher know if you are interested in becoming a chaperone for a field trip or assisting in the classroom. Please contact the school office at (805) 385-1548 with any questions regarding opportunities for involvement within the school.

While formal opportunities for involvement like the ones described above are always encouraged, all parents can support the mission and vision of our school by supporting their child at home. Ensuring that students read each night, utilize educational apps such as Lexia and ST Math, and speak with students about what they are learning in school, is an important part of parental involvement in the school.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	994	981	256	26.1
Female	480	471	120	25.5
Male	514	510	136	26.7
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	2	2	0	0.0
Black or African American	2	2	1	50.0
Filipino	2	2	0	0.0
Hispanic or Latino	976	963	254	26.4
Native Hawaiian or Pacific Islander	0	0	0	0.0
Two or More Races	3	3	0	0.0
White	9	9	1	11.1
English Learners	694	688	178	25.9
Foster Youth	0	0	0	0.0
Homeless	181	175	41	23.4
Socioeconomically Disadvantaged	967	955	253	26.5
Students Receiving Migrant Education Services	32	31	5	16.1
Students with Disabilities	144	142	43	30.3

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	3.89	5.94	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.10	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	5.94	0.1
Female	3.33	0
Male	8.37	0.19
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	5.94	0.1
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	4.47	0
Foster Youth	0	0
Homeless	5.52	0
Socioeconomically Disadvantaged	6	0.1
Students Receiving Migrant Education Services	3.13	0
Students with Disabilities	7.64	0

2023-24 School Safety Plan

The safety of students and staff is a priority at Kamala School. Supervision is provided to ensure the safety of each student before school, between classes, during breaks, at lunch, and after school. All visitors to the campus must sign in at the office and wear a visitor's pass at all times. Supervision is a responsibility shared among campus supervisors, teachers, and administrators. In addition, we partner with School Resource Officers to support safety of all students.

To safeguard the well-being of students and staff, a Comprehensive School Site Safety Plan has been developed by the Safety Committee. The Safety Plan is updated annually in the winter. All revisions and updates are reviewed immediately with the staff. Key elements of the Safety Plan focus on the visitor policy, emergency materials, and evacuation procedures. The Safety Plan is approved annually by the Oxnard School District Board of Education.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held regularly; fire drills are held monthly, while earthquake and intruder/lockdown drills are held twice a year.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23		4	
1	24		4	
2	24		5	
3	23		5	
4	28	1	1	1
5	27	1	4	
6	23	9	27	3

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		4	
1	23		4	
2	23		4	
3	22		5	
4	26	1	3	
5	27	1	3	
6	25	10	29	

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23	0	4	0
1	23	0	4	0
2	23	0	4	0
3	24	0	4	0
4	27	1	3	0
5	25	1	3	0
6	21	17	19	0
Other	0	0	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	952

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1.5
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,559.22	\$16.75	\$3,542.48	\$81,300.97
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	-7.5	-5.3
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-60.2	-7.1

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality

and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Lemonwood TK-8 School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Lemonwood TK-8 School
Street	2001 San Mateo Place
City, State, Zip	Oxnard, CA 93033
Phone Number	(805) 385-1551
Principal	Allison Cordes
Email Address	acordes@oxnardsd.org
School Website	www.oxnardsd.org/lemonwood
County-District-School (CDS) Code	56725386100333

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Vision: We strive to educate, inspire and empower each student through communication, arts, and technology to become successful and productive citizens in a culturally diverse 21st century.

Mission: "Learners Today. Leaders Tomorrow."

Principal's Message

Welcome to Lemonwood's Academy of Communication, Arts, and Technology (C.A.T. Academy) where our Lions "ROAR." At Lemonwood K-8 School, we are happy to serve approximately 900 students from Transitional Kindergarten through eighth grade. The staff is dedicated to providing a fun, safe, clean, and inclusive environment conducive to learning and working for all. At Lemonwood K-8 School, we focus on creating a positive school climate and culture so that students can focus on their academic growth. We strive for quality customer service involving all personnel, services, and school or community resources to support our staff, students and families. We believe that it is our responsibility, as educators and parents in the child's life to motivate, inspire, challenge, believe, and love the children so that they will reach their highest potential as scholars and citizens.

Lemonwood K-8 teachers are highly qualified educators ready to provide rigorous academic instruction based on Common Core State Standards to our diverse student body. Teachers utilize research based instructional models and strategies to ensure that every student receives innovative educational opportunities in either the Biliteracy or structured English immersion program. Our focus is the academic success for all our students, as well as the total well-being of every child. Teachers are dedicated individuals, highly prepared to implement a rigorous curriculum with the integration of the Arts and Technology to develop, in every child, the ability to communicate effectively. Within the development of the Arts, students learn to incorporate visual and performing arts in core content. All teachers utilize iPads in the classroom for assessments and instructional purposes. Students in grades K-8 have their own iPad that goes home nightly where they have the access to an electronic library with a specific collection of digital books individualized to the interest of each student. Additionally, students are encouraged to utilize learning software daily to meet their academic goals. All students are encouraged and expected to read daily and to be avid readers. Students are encouraged to participate in extracurricular activities such as sports (basketball, flag football, basketball, soccer, and volleyball) and after school enrichment. Our sixth through eighth grade students have the choice to enroll in specialty electives courses such as Art, Robotics, Study Skills, and AVID Excel. 6th and 7th grade students in the Biliteracy Program have the opportunity to take Spanish as their elective.

2023-24 School Description and Mission Statement

As part of positive school climate and culture, every staff member at Lemonwood TK-8 School is trained in the STOIC model to effectively manage student behavior in a proactive, positive, and instructional manner. In addition, we implement school-wide character traits where our guidelines for success are represented by ROAR (Responsible, Outstanding Citizenship, Always Safe, and Respectful). Our staff is committed to continuous improvement and as a result, grade-levels meet weekly as a professional learning community. Staff reviews standards in order to support core instruction, intervention, and enrichment.

Lemonwood TK-8 School C.A.T. Academy staff is committed to giving our students memorable social and academic experiences that will lead them to college and career readiness. As you read our School Accountability Report you will gain an understanding of our commitment and the high expectations we have for each other and our students.

Our school office hours are from 7:30 AM to 4:00 PM and instructional times are from 8:00-2:34 PM for middle school students, from 8:00-2:10 for elementary (1-5 grade) students, and from 8:00-1:17 for Kindergarten students. I would be happy to meet with you, if you would like to know more about our Lemonwood K-8 School C.A.T. Academy.

Sincerely,

Ms. Allison Cordes

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	138
Grade 1	72
Grade 2	93
Grade 3	98
Grade 4	103
Grade 5	121
Grade 6	102
Grade 7	107
Grade 8	94
Total Enrollment	928

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	49.2%
Male	50.8%
Asian	0.1%
Black or African American	0.3%
Filipino	1.8%
Hispanic or Latino	95.4%
Native Hawaiian or Pacific Islander	0.2%
White	2.2%
English Learners	66.4%
Foster Youth	0.5%
Homeless	18.5%
Migrant	3.4%
Socioeconomically Disadvantaged	94.9%
Students with Disabilities	13.3%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	38.90	94.70	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.40	1.09	23.00	3.18	12115.80	4.41
Unknown	1.70	4.18	39.00	5.40	18854.30	6.86
Total Teaching Positions	41.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	39.60	92.16	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.50	1.16	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.50	1.16	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.60	1.53	7.30	1.01	11953.10	4.28
Unknown	1.70	3.95	38.90	5.39	15831.90	5.67
Total Teaching Positions	43.00	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.50
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	0.50

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.40	0.00
Local Assignment Options	0.00	0.60
Total Out-of-Field Teachers	0.40	0.60

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	1.8	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017 Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022 McGraw-Hill, Inspire for grades 6-8, adopted 2020	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 Cengage, National Geographic Learning for grades 6-8, adopted 2019	Yes	0

School Facility Conditions and Planned Improvements

Lemonwood School was completed in fall 2018 and is currently comprised of 44 classrooms, an RSP room, a cafeteria, a library, two computer labs, a staff lounge, one speech room, and two playgrounds. The most recent inspections resulted in a “Good” to “Good” rating in all areas.

Year and month of the most recent FIT report 8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Classroom # 301: Drywall on south wall needs repair. Classroom # 302: Minro wall damage on south wall.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			Classroom # 357: Exit light is damaged located outside of classroom. Classroom # 366: Light panel needs repair. Lights / switch are flickering.
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Classroom # 364: Hard to latch door.

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	28	28	28	29	47	46
Mathematics (grades 3-8 and 11)	14	17	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	617	591	95.79	4.21	28.26
Female	304	290	95.39	4.61	32.07
Male	313	301	96.17	3.83	24.58
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	13	13	100.00	0.00	53.85
Hispanic or Latino	583	557	95.54	4.46	27.47
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	0	0	0	0	0
White	16	16	100.00	0.00	25.00
English Learners	296	272	91.89	8.11	14.34
Foster Youth	--	--	--	--	--
Homeless	122	105	86.07	13.93	16.19
Military	0	0	0	0	0
Socioeconomically Disadvantaged	583	558	95.71	4.29	26.88
Students Receiving Migrant Education Services	28	20	71.43	28.57	30.00
Students with Disabilities	99	98	98.99	1.01	3.06

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	619	612	98.87	1.13	17.35
Female	305	302	99.02	0.98	16.23
Male	314	310	98.73	1.27	18.45
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	13	13	100.00	0.00	38.46
Hispanic or Latino	585	578	98.80	1.20	17.33
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	0	0	0	0	0
White	16	16	100.00	0.00	6.25
English Learners	298	295	98.99	1.01	8.81
Foster Youth	--	--	--	--	--
Homeless	124	123	99.19	0.81	13.01
Military	0	0	0	0	0
Socioeconomically Disadvantaged	585	579	98.97	1.03	16.41
Students Receiving Migrant Education Services	28	28	100.00	0.00	14.29
Students with Disabilities	99	97	97.98	2.02	4.12

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	9.64	15.42	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	216	214	99.07	0.93	15.42
Female	111	111	100.00	0.00	16.22
Male	105	103	98.10	1.90	14.56
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	--	--	--	--	--
Hispanic or Latino	206	204	99.03	0.97	14.22
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	77	75	97.40	2.60	0.00
Foster Youth	--	--	--	--	--
Homeless	44	44	100.00	0.00	9.09
Military	0	0	0	0	0
Socioeconomically Disadvantaged	202	201	99.50	0.50	14.43
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	33	33	100.00	0.00	0.00

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	94%	94%	92%	93%	93%
Grade 7	96%	96%	96%	96%	96%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

We invite and welcome our parents and educational partners to be part of the Lemonwood K-8 School community. We know that having educational information empowers us to better support our children to achieve more. We hope to see you at our regular meetings for School Site Council; English Language Advisory Committee, Title I Meetings, Parent-Teacher Association, as well as family nights and parent workshops. We also encourage you to maintain open communication with your child's teacher(s) and support staff. We take pleasure in recognizing student growth each trimester during the growth parade and our goal is to have one community event per trimester. Please remember that you are the number one advocate for your child and we invite you to be part of our team. We understand that for various reasons, in-person meetings are not always possible, however we send out surveys multiple times a year so that you can share your experience with us.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	989	962	181	18.8
Female	483	473	87	18.4
Male	506	489	94	19.2
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	1	1	1	100.0
Black or African American	4	4	1	25.0
Filipino	18	17	2	11.8
Hispanic or Latino	941	917	173	18.9
Native Hawaiian or Pacific Islander	2	2	0	0.0
Two or More Races	0	0	0	0.0
White	23	21	4	19.0
English Learners	670	653	119	18.2
Foster Youth	5	5	0	0.0
Homeless	206	199	45	22.6
Socioeconomically Disadvantaged	935	916	175	19.1
Students Receiving Migrant Education Services	62	62	11	17.7
Students with Disabilities	145	143	30	21.0

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	3.04	3.34	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	3.34	0
Female	2.07	0
Male	4.55	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	3.29	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	8.7	0
English Learners	2.99	0
Foster Youth	0	0
Homeless	3.4	0
Socioeconomically Disadvantaged	3.32	0
Students Receiving Migrant Education Services	1.61	0
Students with Disabilities	6.21	0

2023-24 School Safety Plan

The safety of students and staff is a priority for Lemonwood K-8 School's administration and staff. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus assistants and all school personnel. In order to maintain a safe and secure campus, all guests on campus anytime during school hours must report and sign-in at the office, upon which time a visitor's pass will be issued. Authorized adults picking up students during school hours must present a valid picture identification and be on the student's emergency contact card filed with the school.

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the Safety Committee. The Safety Plan is updated annually in the fall; all revisions and updates are reviewed immediately with the staff. Key elements of the Safety Plan focus on playground supervision, disaster drills, and emergency procedures. The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held regularly; fire drills are held monthly, and earthquake and lock down drills are held every trimester.

As part of a positive school climate and culture, every staff member at Lemonwood K-8 School is trained in the CHAMPS (Communication, Help, Action, Movement, Participation, and Success) model for teachers and all staff to effectively manage student behavior in a proactive, positive, and instructional manner. In addition, staff models and teaches our school expectations using School-wide Positive Behavior Plan including our ROAR guidelines for success.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		4	
1	23		4	
2	23	2	2	
3	20	1	4	
4	17	4	1	
5	17	4	1	1
6	23	6	15	4

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		3	
1	23		4	
2	23		4	
3	16	3	3	
4	21	3	2	
5	16	4	2	
6	23	10	21	
Other	4	1		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23	0	6	0
1	24	0	3	0
2	23	0	4	0
3	16	2	4	0
4	15	5	1	0
5	19	5	0	0
6	20	18	17	0
Other	18	2	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	928

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1.5
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	1.6
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,984.27	\$157.41	\$3,826.86	\$81,564.53
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	0.2	-4.9
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-53.1	-6.8

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social

Professional Development

development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Dr. Manuel M. Lopez Academy of Arts and Sciences

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Dr. Manuel M. Lopez Academy of Arts and Sciences
Street	647 W. Hill Street
City, State, Zip	Oxnard, CA 93033
Phone Number	(805) 385-1545
Principal	Mr. Genaro Magana
Email Address	gmagana@oxnardsd.org
School Website	www.oxnardsd.org/lopezacademy
County-District-School (CDS) Code	56725386055305

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Dr. Manuel M. Lopez Academy of Arts and Sciences is a 6th-8th grade magnet school with a focus on the Arts and Sciences and is open to students interested in the arts from throughout the Oxnard School District through the district's open enrollment process. Lopez Academy maintains a learning environment that encourages high expectations for all students and has established an academic goal of increased achievement and continuous growth for all students in the areas of reading and math.

Lopez Academy promotes a safe, orderly, caring and supportive learning environment that prepares students for college and career success. Student well-being is fostered by positive relationships with other students and staff through focused community-building efforts. The CHAMPS program is utilized throughout the campus to support PBIS and school climate goals. Restorative Practices are regularly utilized in classrooms and across the school as appropriate. The arts program at Lopez provides students with a variety of elective class offerings including Band, Guitar and Fine Arts. Other electives are: Environmental Science, Study Skills, AVID, AVID Excel, and a DLI cohort at each grade level. Lopez students have access to the Oxnard Scholars After School Program (ASP), which offers additional support for students throughout the year. The ASP provides academic assistance, enrichment activities, and a large variety of sports within a year-long program. This year, we offered approximately 17 school clubs before and after school.

Lopez student Guidelines for Success spell the acronym "JAGS" and stand for:

Jaguars show respect and kindness
Are responsible and safe
Give their best
Seek a growth mindset

Vision Statement - Empowering, Inspiring, and Motivating Students to Become Creative and Productive Global Citizens.

Mission Statement - We provide a safe, healthy, positive, and respectful environment where creativity, critical thinking, and responsibility are fostered in all students.

Instructional Focus- All students will listen, speak, read, and write in every class, every period, every day.

Standards of Excellence- Lopez community is committed to equity, service, accountability, and integrity.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 6	251
Grade 7	261
Grade 8	243
Total Enrollment	755

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	48.6%
Male	51.4%
Black or African American	0.7%
Filipino	0.5%
Hispanic or Latino	95.2%
Native Hawaiian or Pacific Islander	0.4%
Two or More Races	0.4%
White	2.8%
English Learners	43.3%
Foster Youth	0.4%
Homeless	8.3%
Migrant	2.3%
Socioeconomically Disadvantaged	91.3%
Students with Disabilities	19.6%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	41.40	87.29	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	2.40	5.19	23.00	3.18	12115.80	4.41
Unknown	3.50	7.50	39.00	5.40	18854.30	6.86
Total Teaching Positions	47.40	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	35.10	79.80	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	1.00	2.27	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.90	2.07	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	1.60	3.77	7.30	1.01	11953.10	4.28
Unknown	5.30	12.05	38.90	5.39	15831.90	5.67
Total Teaching Positions	44.00	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	0.00	0.90
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	0.90

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.80
Local Assignment Options	2.40	0.80
Total Out-of-Field Teachers	2.40	1.60

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	1.7
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected	October 2023
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Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017 Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015	Yes	0
Mathematics	Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015	Yes	0
Science	McGraw-Hill, Inspire for grades 6-8, adopted 2020	Yes	0
History-Social Science	Cengage, National Geographic Learning for grades 6-8, adopted 2019	Yes	0

School Facility Conditions and Planned Improvements

Lopez Academy, originally constructed in 1954, was fully renovated in 1998. The campus is currently comprised of 39 classrooms, three science labs, a library, three computer labs, a cafeteria/multipurpose room, a staff lounge, and an athletic field. The most recent inspections resulted in a “Exemplary” to “Good” rating in all areas.

Year and month of the most recent FIT report

8/9/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			Bldg. #14 Boys Restroom: Strange odor.
Interior: Interior Surfaces		X		Bldg. # 13 Boys Restroom: Patch and paint walls. Bldg. # 13 Girls Restroom: Repair broken tiles. Bldg. # 200 Kitchen: Minor holes t the left when entering the back kitchen door. Room # 201: Patch and paint near door, across from door, and street side wall. Room # 301: Patch holes below window Room # 304: Stained ceiling tiles in back corner. Room # 404: Patch holes on right side wall. Room # 405 SCIENCE LAB: Patch hole on left side wall below the TV. Room # 502: Touch up paint on wall. Room # 504: Replace falling ceiling tile. Room # 602: Replace floor tile / patch hole in wall near the door.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			Room # 704: Water is shut off.
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			

School Facility Conditions and Planned Improvements

External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			
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Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	27	26	28	29	47	46
Mathematics (grades 3-8 and 11)	13	15	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	739	724	97.97	2.03	26.42
Female	356	351	98.60	1.40	29.63
Male	383	373	97.39	2.61	23.39
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	705	691	98.01	1.99	25.51
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	19	19	100.00	0.00	42.11
English Learners	229	225	98.25	1.75	7.11
Foster Youth	--	--	--	--	--
Homeless	75	71	94.67	5.33	16.90
Military	0	0	0	0	0
Socioeconomically Disadvantaged	683	669	97.95	2.05	25.00
Students Receiving Migrant Education Services	12	12	100.00	0.00	16.67
Students with Disabilities	156	148	94.87	5.13	5.41

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	738	719	97.43	2.57	15.02
Female	355	349	98.31	1.69	14.90
Male	383	370	96.61	3.39	15.14
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	704	687	97.59	2.41	14.26
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	19	19	100.00	0.00	36.84
English Learners	229	222	96.94	3.06	3.60
Foster Youth	--	--	--	--	--
Homeless	75	71	94.67	5.33	14.08
Military	0	0	0	0	0
Socioeconomically Disadvantaged	682	663	97.21	2.79	14.03
Students Receiving Migrant Education Services	12	12	100.00	0.00	0.00
Students with Disabilities	156	146	93.59	6.41	3.42

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	10.22	13.79	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	246	240	97.56	2.44	13.75
Female	119	116	97.48	2.52	14.66
Male	127	124	97.64	2.36	12.90
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	239	233	97.49	2.51	12.88
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	44	42	95.45	4.55	0.00
Foster Youth	--	--	--	--	--
Homeless	26	25	96.15	3.85	8.00
Military	0	0	0	0	0
Socioeconomically Disadvantaged	229	223	97.38	2.62	13.45
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	60	57	95.00	5.00	5.26

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 7	89%	89%	90%	91%	90%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Parental involvement is encouraged and valued at Lopez Academy and parents are provided a variety of opportunities to become more involved. Workshops and parent trainings, including Mother-Daughter classes and Project 2 Inspire classes are offered throughout the year. Parents are also encouraged to become active participants in the English Learner Advisory Committee (ELAC), School Site Council (SSC), and our Parent Teacher Association (PTA). Information for participation in all committees is shared at Back to School Night and through site communications. Lopez Academy also provides all families with parent webinars regarding school wide news and activities.

PTA provides parents an opportunity to participate in supporting school programs such as the PTA Reflections Art Competition, participating in fundraising opportunities, and identifying ways in which PTA can positively impact the school community for all students. Parents participating in ELAC provide feedback on issues relating to English learners and give feedback directly to the School Site Council on the school plan. Parents can participate as elected officers or general members. School Site Council works with the principal directly to approve and monitor the school plan, provides feedback on issues relevant to school governance, and conducts annual reviews of the School-Parent Compact, School Safety Plan, Site budget, and Parent Involvement Policy. Please call (805) 385-1545 to reach out to any site administrator for information on becoming involved at Lopez Academy.

Finally, parents are invited to our Dia de los Muertos and Cinco de Mayo events at school where they participate in cultural awareness activities and learn about multiple community resources available to them. Also, parents attend several games in support of their children playing basketball, flag football, soccer, and volleyball.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	818	796	247	31.0
Female	404	392	131	33.4
Male	414	404	116	28.7
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	1	1	0	0.0
Black or African American	8	6	2	33.3
Filipino	5	4	0	0.0
Hispanic or Latino	776	757	235	31.0
Native Hawaiian or Pacific Islander	3	3	1	33.3
Two or More Races	3	3	1	33.3
White	22	22	8	36.4
English Learners	356	350	99	28.3
Foster Youth	5	5	2	40.0
Homeless	98	96	42	43.8
Socioeconomically Disadvantaged	756	736	227	30.8
Students Receiving Migrant Education Services	19	18	5	27.8
Students with Disabilities	176	173	79	45.7

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.33	11.68	11.74	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	11.74	0
Female	12.13	0
Male	11.35	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	11.86	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	9.09	0
English Learners	12.08	0
Foster Youth	0	0
Homeless	10.2	0
Socioeconomically Disadvantaged	11.51	0
Students Receiving Migrant Education Services	15.79	0
Students with Disabilities	11.36	0

2023-24 School Safety Plan

Providing a safe and secure learning environment for students and staff is a priority at Dr. Manuel M. Lopez Academy of Arts and Sciences. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch and after school. Training is provided to campus supervisors on strategies to maintain a positive and orderly campus environment. All visitors to Lopez Academy of Arts and Sciences must sign in at the office and wear a visitor's pass at all times. Supervision is a responsibility shared among campus aides, teachers, school staff and administration.

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the Safety Committee, which includes input from classified, certificated, and administrative staff members. The Safety Plan is updated annually and revisions and updates are reviewed with staff. Additional information is shared with staff regarding practice drills and safety issues that arise throughout the year. Key elements of the Safety Plan focus on supervision, disaster drills, and emergency procedures.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Monthly safety drills are held regularly and include fire drills, earthquake drills, and lockdown/evacuation drills with the support and feedback of our School Resource Officers.

Our Comprehensive School Safety Plan was reviewed with our staff, law enforcement, and fire department in January 2023. The plan reviews the plan for campus supervision, student assemblies, and reviews our school's Guidelines for Success (JAGS). Also, we outline the plan for our Where Everyone Belongs (WEB) program and professional development or referrals to community agencies to support students with behavioral and social-emotional supports.

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	24	8	18	3
Mathematics	23	8	18	
Science	26	3	20	
Social Science	26	3	20	

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	22	13	14	1
Mathematics	22	10	13	1
Science	25	5	16	1
Social Science	25	7	12	2

2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	24	6	19	1
Mathematics	25	6	11	3
Science	25	4	17	0
Social Science	24	7	12	2

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	377.5

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	1
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,936.02	\$133.68	\$3,802.34	\$85,949.05
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	-0.4	0.3
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-53.7	-1.5

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Marina West Elementary School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Marina West Elementary School
Street	2501 Carob Street
City, State, Zip	Oxnard, CA 93035
Phone Number	(805) 385-1554
Principal	Elva Gonzlaes-Nares
Email Address	egonzales-nares@oxnardsd.org
School Website	www.oxnardsd.org/marinawest
County-District-School (CDS) Code	56725386055347

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Marina West School will focus on teaching and learning to successfully meet the needs of all students. Our goal is provide our students with a rigorous learning environment that will enable each student at Marina West to meet academic state standards and reflect the traits of the Oxnard School District's Student Profile:

- * Confident and solution oriented, able to demonstrate a growth mindset and be able to advocate for themselves and others
- * Collaborative learners able to communicate and learn with and through others
- * Creative writers, successful readers and mathematical thinkers
- * High School, college and career ready
- * Technologically, artistically, academically, and linguistically prepared to succeed and lead
- * Compassionate, multilingual, multicultural, and global thinkers
- * Able to demonstrate their knowledge on state and local measures in all academic areas

This will be accomplished through an intentional focus on providing our students with a challenging academic program by emphasizing full implementation of the Common Core State Standards (CCSS). There is an emphasis on technology through the implementation of 1:1 devices for all students in grades TK-5, including supporting instructional apps and programs such as Lexia, ST Math and Star assessments. Core curriculum includes World of Wonders (TK), Wonders (K-5) and My Math. We are currently implementing the Next Generation Science Standards (NGSS) using Twig Science. The teaching staff at Marina West is committed to the process of implementing CCSS and dedicated to higher level thinking and learning for all students. Our teaching staff is collaboratively teaming for English Language Development (ELD) and a flexible learning block of time to meet the individual needs of our student population. Teachers focus on data driven instruction, assess students regularly to monitor student growth in the core areas and meet to analyze student data results after the assessments to plan instruction and student interventions. Additionally, Marina West focuses on Positive Behavior Intervention Supports through the use of the Shark Guidelines for Success. We use our Multi-Tiered System of Supports (MTSS) process to meet the needs of the whole child including academics, behavior and social/emotional needs. Parents and community members play an active role in the daily school activities with multiple opportunities to volunteer and participate in the school's educational program. Marina West maintains continual communication with all stakeholders through SSC, ELAC, Title One meetings, Coffee with the Principal, Coffee with the Outreach Specialist and Counselor, PTA meetings, monthly informational calendar, Parent Square, marquee messages, school website and Twitter.

2023-24 School Description and Mission Statement

Our strand focus is STEAM. When you visit classrooms at Marina West, you will see us intentionally fostering skills essential for environmental scientists such as teamwork, problem solving, an investigative mind, observation skills, critical thinking, and innovative thinking. These skills are woven throughout and strengthened across disciplines. All grades have the opportunity to rotate through the STEAM lab on a weekly basis to strengthen not only science but technology, engineering, art, and mathematics. Teachers make use of varied activities to engage students and creatively foster our students' imaginations.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	83
Grade 1	96
Grade 2	72
Grade 3	76
Grade 4	74
Grade 5	90
Total Enrollment	491

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	43.2%
Male	56.8%
Black or African American	1.8%
Filipino	0.4%
Hispanic or Latino	93.3%
Native Hawaiian or Pacific Islander	0.2%
Two or More Races	0.8%
White	3.5%
English Learners	41.8%
Foster Youth	0.2%
Homeless	4.7%
Migrant	1.8%
Socioeconomically Disadvantaged	90.8%
Students with Disabilities	23%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.10	84.71	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	2.00	7.65	23.00	3.18	12115.80	4.41
Unknown	2.00	7.65	39.00	5.40	18854.30	6.86
Total Teaching Positions	26.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	21.50	82.69	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	2.00	7.69	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	2.50	9.62	38.90	5.39	15831.90	5.67
Total Teaching Positions	26.00	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	0.00	2.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	2.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	2.00	0.00
Total Out-of-Field Teachers	2.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	8.6
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected	October 2023
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Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023	Yes	0

School Facility Conditions and Planned Improvements

Marina West School, originally constructed in 1964, is currently comprised of 30 classrooms, a cafeteria, a library, two computer labs, a staff lounge, and two playgrounds. The most recent inspections resulted in a “Good” to “Good” rating in all areas.

Year and month of the most recent FIT report 8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Room # 1001 Computer Lab: Replace 3 ceiling tiles. Room # 1101: 1 blind missing. Faucet handle is leaking. Room # 303: Replace stained ceiling tiles. Room # 803: Replace 1 ceiling tile.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			Bldg. # 700 Girls Restroom: Missing soap dispenser Room # 1101: 1 blind missing. Faucet handle is leaking. Room # 1104: 1 missing blind. Faucet handle is leaking. Room # 1201: Faucet is leaking. Broken blinds.
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Room # 1101: 1 blind missing. Faucet handle is leaking. Room # 1102: Broken blind rail.

School Facility Conditions and Planned Improvements

Room # 1104: 1 missing blind. Faucet handle is leaking.
 Room # 1201: Faucet is leaking. Broken blinds.
 Room # 402: Broken Window

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	21	24	28	29	47	46
Mathematics (grades 3-8 and 11)	12	18	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	239	237	99.16	0.84	24.05
Female	101	101	100.00	0.00	26.73
Male	138	136	98.55	1.45	22.06
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	0	0	0	0	0
Hispanic or Latino	225	223	99.11	0.89	23.77
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	97	97	100.00	0.00	12.37
Foster Youth	0	0	0	0	0
Homeless	12	11	91.67	8.33	0.00
Military	0	0	0	0	0
Socioeconomically Disadvantaged	222	221	99.55	0.45	23.98
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	69	67	97.10	2.90	1.49

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	239	237	99.16	0.84	17.72
Female	101	101	100.00	0.00	16.83
Male	138	136	98.55	1.45	18.38
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	0	0	0	0	0
Hispanic or Latino	225	223	99.11	0.89	17.94
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	97	97	100.00	0.00	10.31
Foster Youth	0	0	0	0	0
Homeless	12	11	91.67	8.33	9.09
Military	0	0	0	0	0
Socioeconomically Disadvantaged	222	221	99.55	0.45	18.10
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	69	67	97.10	2.90	0.00

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	10.11	17.58	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	92	91	98.91	1.09	17.58
Female	41	41	100.00	0.00	14.63
Male	51	50	98.04	1.96	20.00
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	0	0	0	0	0
Hispanic or Latino	87	86	98.85	1.15	17.44
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	40	40	100.00	0.00	0.00
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	88	87	98.86	1.14	18.39
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	19	19	100.00	0.00	0.00

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	99%	97%	100%	99%	100%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

We believe parents are essential to strengthen the home-school partnership. Marina West School benefits from active parent participation. Families connecting with their child's teacher and attending family events enables students to increase academic and social emotional support.

We provide many opportunities for parent engagement throughout the year. We invite parents to attend Family Nights focused on literacy, mathematics, science and technology. Other examples include our annual Books and Blankets event, Book Fair and seasonal events such as the Halloween Parade. We invite parents to attend Parent-Teacher conferences to discuss student progress, strengths, and ways to support each student. We encourage parents to become active members of our English Learner Advisory Committee (ELAC), School Site Council (SSC), Parent Teacher Association (PTA), Coffee with the Principal and Coffee with the ORC and Counselor. Additionally, we invite parents to attend parent informational nights with topics, such as such as bullying and classes, such as Project to Inspire. Our PTA provides parents the opportunity to participate in fundraising activities to enhance and support school programs at Marina West. Examples of other opportunities to participate are through Back to School night, awards assemblies, and beginning in the 2023-24 school cycle, Spring Open House. There are two opportunities for formal parent conferences in the Fall and Spring but teachers are available to discuss student progress with families throughout the year.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	525	510	199	39.0
Female	224	219	82	37.4
Male	301	291	117	40.2
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	0	0	0	0.0
Black or African American	12	11	3	27.3
Filipino	2	2	0	0.0
Hispanic or Latino	489	475	187	39.4
Native Hawaiian or Pacific Islander	1	1	1	100.0
Two or More Races	4	4	2	50.0
White	17	17	6	35.3
English Learners	219	212	67	31.6
Foster Youth	3	3	1	33.3
Homeless	42	40	20	50.0
Socioeconomically Disadvantaged	476	465	188	40.4
Students Receiving Migrant Education Services	13	12	2	16.7
Students with Disabilities	138	137	55	40.1

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	1.07	2.48	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	2.48	0
Female	0.45	0
Male	3.99	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	8.33	0
Filipino	0	0
Hispanic or Latino	2.25	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	5.88	0
English Learners	0.91	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	2.73	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	2.17	0

2023-24 School Safety Plan

The safety of students and staff is a priority at Marina West Elementary School. We have a closed campus. All visitors to the campus must sign in at the office and wear a visitor's pass at all times. Parent volunteers who are at the school on a frequent basis are fingerprinted. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch and after school. Supervision is a responsibility shared among campus assistants, teachers, and school administration. We have a total of 5 campus assistants.

To safeguard the well-being of students and staff at Marina West, input has been provided and a Comprehensive School Site Safety Plan developed by the school staff. The Safety Plan has been updated and presented for review with staff and parent groups. The plan was presented for review and opportunity for input with staff on October 10, School Site Council on November 13 and ELAC on November 13, 2023. Key elements of the Safety Plan focus on the visitor policy, playground supervision, disaster drills, emergency materials, and evacuation procedures.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held regularly; fire drills are held monthly, and earthquake and lock down drills are held three times a year.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	22	1	3	
1	24		3	
2	21	1	3	
3	23		4	
4	27		3	
5	30		3	
Other	10	3		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23	1	3	
1	23		3	
2	23		3	
3	22		3	
4	28		3	
5	28		3	
Other	11	4		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	21	1	3	0
1	22	0	4	0
2	23	0	3	0
3	23	0	3	0
4	32	0	2	0
5	28	0	3	0
6	0	0	0	0
Other	12	3	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	491

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,895.60	\$69.22	\$3,826.38	\$97,567.38
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	0.2	13.0
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-53.1	11.1

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Thurgood Marshall K-8 School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Thurgood Marshall K-8 School
Street	2900 Thurgood Marshall Drive
City, State, Zip	Oxnard, CA 93036
Phone Number	(805) 385-1557
Principal	Chantal Anderson Witherspoon
Email Address	candersonwitherspoon@oxnardsd.org
School Website	www.oxnardsd.org/marshall
County-District-School (CDS) Code	56725380100362

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

At Thurgood Marshall School, our Mission is to inspire students to reach their highest potential. Our vision is to create and maintain a culture of safety, academic success, and a college and career-going mindset for all students. Through the mediums of technology and visual and performing arts, we inspire students to reach their highest potential and become leaders in their community.

Thurgood Marshall School was established in 2003 and is one of 21 schools within the Oxnard Elementary School District. The school prides itself on its foundation of rich culture and values. The Oxnard School District Student Profile and Standards of Excellence compel us to collaborate, innovate, persevere, and excel. At Thurgood Marshall School, our classes include Deaf and Hard of Hearing, our Children's Academy of Listening, Language and Learning, and Visually Impaired special programs. Thurgood Marshall's Academy focus is Visual and Performing Arts. Our students are exposed to a variety of art mediums and opportunities for music. These include music classes for elementary grades after school, and music electives for our middle school students. Various musical performances are held throughout the school year to display the talent of our Marshall music scholars. The school strives to provide a culture of success and continues to afford opportunities for students to achieve academically in all areas.

Grade level and department meetings, as well as student monitoring conferences are held to track student progress and plan strategies to address student needs. Teacher collaboration is a priority and teachers meet on a regular basis to review data and plan instruction. Designated and Integrated ELD instruction occurs daily. Instruction in language arts, mathematics and other curricular subjects follows district-adopted curriculum. Additional programs are used in order to provide our students with various learning opportunities. The district-sponsored programs such as AR and MyOn help all students build their reading comprehension skills and encourage a love of reading. To support intervention and enrichment in reading and math, we use Lexia, Core 5, Power Up, Zearn, and ST Math. Technology is utilized by all classes for research, and use of software programs and apps allow students additional time to practice and develop their skills in reading and mathematics.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	73
Grade 1	72
Grade 2	69
Grade 3	75
Grade 4	68
Grade 5	94
Grade 6	89
Grade 7	100
Grade 8	89
Total Enrollment	729

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	47.5%
Male	52.5%
American Indian or Alaska Native	0.3%
Asian	1.4%
Black or African American	3.3%
Filipino	2.5%
Hispanic or Latino	83%
Native Hawaiian or Pacific Islander	0.3%
Two or More Races	1.4%
White	8%
English Learners	23.6%
Foster Youth	0.1%
Homeless	3.8%
Migrant	0.8%
Socioeconomically Disadvantaged	74.2%
Students with Disabilities	19.5%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	31.10	82.37	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.50	1.32	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	1.60	4.39	23.00	3.18	12115.80	4.41
Unknown	4.50	11.90	39.00	5.40	18854.30	6.86
Total Teaching Positions	37.80	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	36.50	85.88	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	1.00	2.35	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	3.10	7.44	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	1.80	4.31	38.90	5.39	15831.90	5.67
Total Teaching Positions	42.50	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	2.00
Misassignments	0.00	1.10
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	3.10

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.60	0.00
Local Assignment Options	1.00	0.00
Total Out-of-Field Teachers	1.60	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	2.7
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017 Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022 McGraw-Hill, Inspire for grades 6-8, adopted 2020	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 Cengage, National Geographic Learning for grades 6-8, adopted 2019	Yes	0

School Facility Conditions and Planned Improvements

Marshall School was originally constructed in 2003. In 2020, a two-story building was added, and it is now a K-8 school. It is currently comprised of 50 classrooms, a cafeteria, a library, a computer lab, a staff lounge, one Psychologist room, two Speech rooms, a Resource room, and two playgrounds. The most recent inspections resulted in a “Exemplary” to “Good” rating in all areas.

Year and month of the most recent FIT report

8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			ROOM # 309 COMPUTER LAB: Replace damaged ceiling tiles. ROOM # 501: Patch and paint walls. Science Classroom # 909: Missing soap dispenser.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			Boys RR: Clogged toilet. Girls RR: Clogged toilet. ROOM # 604: Water pressure low in sink. ROOM # 606: Sink is clogged.
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			

School Facility Conditions and Planned Improvements

External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			ROOM # 102: 6 missing blinds
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Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	38	36	28	29	47	46
Mathematics (grades 3-8 and 11)	20	24	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	515	507	98.45	1.55	36.49
Female	250	247	98.80	1.20	38.87
Male	265	260	98.11	1.89	34.23
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	19	19	100.00	0.00	42.11
Filipino	12	12	100.00	0.00	91.67
Hispanic or Latino	433	425	98.15	1.85	32.47
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	37	37	100.00	0.00	54.05
English Learners	97	97	100.00	0.00	14.43
Foster Youth	--	--	--	--	--
Homeless	20	20	100.00	0.00	15.00
Military	0	0	0	0	0
Socioeconomically Disadvantaged	385	381	98.96	1.04	30.45
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	120	118	98.33	1.67	6.78

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	515	508	98.64	1.36	23.82
Female	250	247	98.80	1.20	21.05
Male	265	261	98.49	1.51	26.44
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	19	19	100.00	0.00	21.05
Filipino	12	12	100.00	0.00	66.67
Hispanic or Latino	433	426	98.38	1.62	21.36
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	37	37	100.00	0.00	32.43
English Learners	97	97	100.00	0.00	17.53
Foster Youth	--	--	--	--	--
Homeless	20	20	100.00	0.00	15.00
Military	0	0	0	0	0
Socioeconomically Disadvantaged	385	381	98.96	1.04	21.52
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	120	118	98.33	1.67	5.08

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	12.83	31.46	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	181	178	98.34	1.66	31.46
Female	90	89	98.89	1.11	23.60
Male	91	89	97.80	2.20	39.33
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	155	152	98.06	1.94	28.95
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	31	31	100.00	0.00	16.13
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	123	122	99.19	0.81	24.59
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	43	42	97.67	2.33	7.14

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	98%	95%	95%	95%	96%
Grade 7	100%	100%	100%	100%	100%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Thurgood Marshall School benefits from an active parent community that works together to support student learning in numerous ways. Teachers host Parent-Teacher conferences in the fall and spring. Parents are encouraged to participate in our PTA, English Learner Advisory Committee (ELAC) and School Site Council (SSC). PTA sponsors fundraisers that support student enrichment and specific aspects of the school program. SSC offers involved parents the opportunity to discuss and to give input on decisions affecting the school program. Community representatives share topics of interest at regular ELAC parent meetings. Back to School Night and Coffee with the Principal, Counselor, and ORC are other opportunities for parents to receive information about their child's school program. Also, parents are active in school events such as Family Nights, Family Dance nights, Skating Parties, and student performance events. Parent workshops focused on Mathematics, Language Arts and Science are offered. Parent trainings are planned and offered on topics such as nutrition, safety, Parent Square (communication system) training, and Internet Safety. Parent trainings such as Loving Solutions and Parent Project are offered by our Outreach Specialist and School Counselor. All parents are welcome!

Every year in May, a school-wide Spring Fling showcases performances in music and dance from every grade. Parents and visitors can tour the Art Gallery to see exemplary art.

Additional opportunities for parents to be involved are found in volunteering. Parents volunteer in classrooms, at school events, coaching athletic teams, chaperone field trips, and participate in fundraising efforts.

Every effort is made to include parents as a vital part to the academic success and their child's school career, even from an early age.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	768	754	224	29.7
Female	365	360	101	28.1
Male	403	394	123	31.2
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	2	2	0	0.0
Asian	10	10	3	30.0
Black or African American	27	27	5	18.5
Filipino	19	19	4	21.1
Hispanic or Latino	636	622	198	31.8
Native Hawaiian or Pacific Islander	2	2	0	0.0
Two or More Races	10	10	3	30.0
White	62	62	11	17.7
English Learners	190	183	55	30.1
Foster Youth	3	3	2	66.7
Homeless	40	38	13	34.2
Socioeconomically Disadvantaged	580	566	184	32.5
Students Receiving Migrant Education Services	6	6	1	16.7
Students with Disabilities	166	164	57	34.8

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	7.56	2.73	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	2.73	0
Female	0.55	0
Male	4.71	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	2.83	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	4.84	0
English Learners	1.58	0
Foster Youth	0	0
Homeless	7.5	0
Socioeconomically Disadvantaged	2.93	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	3.61	0

2023-24 School Safety Plan

The safety of students and staff is a priority of Marshall School. All visitors to the campus must sign in at the office and wear a visitor's pass at all times. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Our Positive Behavior Intervention System (PBIS) Team sets guidelines in continuing to work together to develop our school-wide student behavior plan. Supervision is a responsibility shared by all staff which includes Campus Assistants, Teachers, Support Staff, and the Marshall Administration Team. The PBIS Team supports by developing a system that teaches and reinforces student responsibility by following common expectations that lead to success. Our Guidelines for Success are visible throughout Marshall's campus as a constant reminder of student expectations. "PAWS" reminds Marshall students to be: Pawsitive, Achieving, Wise, and Safe.

A comprehensive School Site Safety Plan has been developed by the Safety Committee, comprised of classified staff, teachers, and the Principal and Assistant Principal. The Safety Plan is updated annually. It was last updated with staff on November 13, 2023, with law enforcement on January 2023, and with fire authority on January 2023. All revisions and updates are reviewed with the whole staff. Leadership, the Safety Committee, and School Site Council give input to review and update the plan. Key elements of the Safety Plan focus on the visitor policy, and emergency and evacuation procedures. Emergency supplies are inventoried on a yearly basis. All classrooms have Emergency Backpacks which include basic first aid supplies and other essentials.

The school complies with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills, including fire, earthquake and lockdown drills, are held monthly. Staff receives annual training on how to safely support students in the event of medical emergencies. Key office personnel and others receive CPR training. The district nurse trains specific staff to support students with medical plans.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	22		4	
1	24		3	
2	24		3	
3	18	1	4	
4	33		1	
5	33		1	1
6	28	4	9	3
Other	6	2		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	22	1	3	
1	23		3	
2	24		3	
3	23		3	
4	24	1	3	
5	29		3	
6	28	4	9	8
Other	6	2		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	18	1	3	0
1	23	0	3	0
2	23	0	3	0
3	23	0	3	0
4	32	0	1	0
5	30	0	2	1
6	24	6	20	0
Other	7	2	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	729

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,735.22	\$26.30	\$3,708.91	\$84,927.50
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	-2.9	-0.9
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-56.0	-2.7

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Christa McAuliffe Elementary School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Christa McAuliffe Elementary School
Street	3300 Via Marina Avenue
City, State, Zip	Oxnard, CA 93035
Phone Number	(805) 385-1560
Principal	Lynn Eborá
Email Address	lebora@oxnardsd.org
School Website	www.oxnardsd.org/Domain/1028
County-District-School (CDS) Code	56725380100362

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Christa McAuliffe Elementary School is located near the Seabridge Marina of Oxnard, California. Named after the American hero, Christa McAuliffe, the school opened in 1980 and has thrived, ever since, as one of the top-performing schools in the Oxnard School District. Christa McAuliffe serves a diverse population of more than 500 students including general and special education scholars in transitional kindergarten through grade five. We are proud to integrate a Science-Technology-Engineering-Arts & Math Education or STEAM-based approach. We will continue to highlight student collaboration and projects throughout the year in these areas. We also offer different options to extend learning before and after school such as academic support, our on-site After School Program, and intervention and enrichment support from McAuliffe teachers throughout the year.

Each classroom at McAuliffe supports 21st-century learning and is outfitted with a Promethean Board, document camera, and Wi-Fi. Each student is given an iPad as a 1:1 device to access all of the online features of their curricula, complete assessments, research, projects, and classwork. Students have access to more than 10,000 books through the myON app, they can work on their individualized reading goals on the Lexia CORE5 app, refine their math skills with the ST Math app, and so much more! We also have a full-service library that unites Accelerated Reader books and myON on the iPads for a truly differentiated, interest-based, and goal-driven reading experience for every scholar. Students visit the library at different times of the week to select books of their choice with help from our experienced librarian. Our goal is that our scholars use the iPad daily as a tool to enhance their ability to communicate, collaborate, think critically, and gain 21st-century knowledge.

To support students' social and emotional growth, we offer a school-wide Positive Behavioral Intervention Supports Committee and Plan. Our goal at McAuliffe is to provide a safe and nurturing environment where every child feels comfortable and can learn to reach their academic, social, and emotional goals every day. PBIS provides the opportunity for all staff, students, and administration to work positively and collaboratively to accomplish these goals. To assist, we have implemented C.H.A.M.P.S. using the S.T.O.I.C. approach in our classrooms, common areas, and the after-school program. It is a comprehensive and consistent approach to managing student behavior in a respectful, proactive, and supportive way throughout the school. McAuliffe Elementary is a school where every student and staff can say "It's always a great day to be a Challenger!"

Our Mission Statement is "At Christa McAuliffe Elementary, we work together with families and community members to provide a safe and diverse learning environment that inspires academic, emotional, social, and physical growth for every student, every day." Our Vision Statement is "Christa McAuliffe Elementary is committed to empowering all children to achieve excellence by

2023-24 School Description and Mission Statement

unlocking their full potential, incorporating STEAM practices while fostering a student-centered culture, cultivating responsible citizens, and ensuring students are equipped to meet the challenges in the world around them." Our STEAM focus fosters a culture of success and brings inquiry-based learning into the classroom for all students. It is our goal to provide a safe, nurturing, positive learning environment, which implements an engaging and rigorous common core curriculum while fostering self-esteem, leadership development, and mutual respect for all students and staff. Students will expand their creative potential through enriching STEAM activities that support this understanding at every grade level. It is our goal to increase a child's learning by one academic year's growth, each year, in an environment that is safe and welcoming.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	106
Grade 1	51
Grade 2	75
Grade 3	99
Grade 4	93
Grade 5	84
Total Enrollment	508

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	48.2%
Male	51.8%
American Indian or Alaska Native	0.2%
Asian	1.4%
Black or African American	2.8%
Filipino	2.6%
Hispanic or Latino	79.5%
Native Hawaiian or Pacific Islander	0.2%
Two or More Races	4.1%
White	9.3%
English Learners	22.4%
Foster Youth	0.2%
Homeless	5.9%
Migrant	0.2%
Socioeconomically Disadvantaged	83.7%
Students with Disabilities	17.5%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	27.10	93.13	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	1.00	3.44	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	23.00	3.18	12115.80	4.41
Unknown	1.00	3.44	39.00	5.40	18854.30	6.86
Total Teaching Positions	29.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	25.60	90.55	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	1.00	3.53	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	1.60	5.92	38.90	5.39	15831.90	5.67
Total Teaching Positions	28.30	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	1.00	0.00
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	1.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, and ELD for grades K-5, adopted 2016	Yes	0
Mathematics	McGraw-Hill, My Math Curriculum for grades K-5, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023	Yes	0

School Facility Conditions and Planned Improvements

McAuliffe School, originally constructed in 1989, is currently comprised of 38 classrooms, three SDC classrooms, a library, one computer lab, one multi-sensory room, a multi-purpose room, an RSP and Speech room, a teachers' lounge, and two playgrounds. This past summer one playground was completely replaced with a new one. A plan for modernization has received DSA approval. The most recent inspections resulted in a "Exemplary" to "Exemplary" rating in all areas.

Year and month of the most recent FIT report

8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			ROOM # 302: Patch and paint walls. Clock box needs cover for exposed wires. STAFF WORKROOM: Roof leak missing ceiling tiles.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			ROOM # 302: Patch and paint walls. Clock box needs cover for exposed wires.
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			STAFF WORKROOM: 7 shelving have fallen off wall. STAFF WORKROOM: Stained ceiling tiles from roof leak.
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			ROOM # 304: Missing window screen.

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	34	32	28	29	47	46
Mathematics (grades 3-8 and 11)	23	29	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	282	279	98.94	1.06	31.54
Female	129	128	99.22	0.78	34.38
Male	153	151	98.69	1.31	29.14
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	225	222	98.67	1.33	28.83
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	12	12	100.00	0.00	33.33
White	28	28	100.00	0.00	53.57
English Learners	59	58	98.31	1.69	3.45
Foster Youth	0	0	0	0	0
Homeless	21	21	100.00	0.00	9.52
Military	0	0	0	0	0
Socioeconomically Disadvantaged	234	233	99.57	0.43	26.18
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	53	52	98.11	1.89	9.62

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	282	279	98.94	1.06	28.67
Female	129	128	99.22	0.78	28.91
Male	153	151	98.69	1.31	28.48
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	225	222	98.67	1.33	25.68
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	12	12	100.00	0.00	33.33
White	28	28	100.00	0.00	46.43
English Learners	59	58	98.31	1.69	13.79
Foster Youth	0	0	0	0	0
Homeless	21	21	100.00	0.00	19.05
Military	0	0	0	0	0
Socioeconomically Disadvantaged	234	233	99.57	0.43	25.75
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	53	52	98.11	1.89	5.77

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	19.23	26.25	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	88	87	98.86	1.14	24.14
Female	47	46	97.87	2.13	30.43
Male	41	41	100.00	0.00	17.07
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	69	68	98.55	1.45	19.12
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	11	11	100.00	0.00	36.36
English Learners	16	16	100.00	0.00	0.00
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	66	66	100.00	0.00	19.70
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	18	17	94.44	5.56	11.76

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	94%	89%	95%	92%	97%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

At McAuliffe, we truly believe that our partnership with parents and families is key to academic success.

Teachers regularly communicate with parents through ParentSquare, by phone, with written notes, in person and through various activities at the site. At the beginning and throughout the school year, parents participate and are informed through a variety of general parent meetings, "Coffee with the Principal" meetings, parent nights, and individual parent meetings/programs. Parents are advised of school announcements through Weekly Announcements, the school website, social media (Instagram, Facebook), the OSD App and ParentSquare (a mass email, text, and message system). Teachers use standard-based progress reports and assessment data at parent/teacher conferences to inform parents of their child's progress. McAuliffe staff also offers parent education nights to help parents support their children in an academic setting. Our School Counselor and Outreach Consultant (ORC) provide parenting classes, which are offered in both English and Spanish to further encourage participation and support to foster positive interaction with their children. Parent Information Nights are held throughout the year to assist in the transition of incoming kindergartners and out-going 5th graders into their new school settings.

We also have parents and community members participate in the School Site Council (SSC), English Learner Advisory Committee (ELAC), and Parent/Teacher Association (PTA). We maintain our connection with the community utilizing our Outreach Specialist to engage and encourage open communication with parents and staff. McAuliffe School has forged numerous partnerships with local businesses throughout the community including, but not limited to: The City of Oxnard, Oxnard Police Department, Ventura County Behavioral Health, Ventura County Health and the Oxnard Recreational Department.

For more information on getting involved, please see our school website.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	543	533	190	35.6
Female	256	253	91	36.0
Male	287	280	99	35.4
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	1	1	1	100.0
Asian	7	7	2	28.6
Black or African American	16	15	4	26.7
Filipino	14	13	2	15.4
Hispanic or Latino	432	424	162	38.2
Native Hawaiian or Pacific Islander	1	1	0	0.0
Two or More Races	21	21	4	19.0
White	51	51	15	29.4
English Learners	127	123	36	29.3
Foster Youth	1	1	1	100.0
Homeless	41	41	22	53.7
Socioeconomically Disadvantaged	454	447	169	37.8
Students Receiving Migrant Education Services	2	2	0	0.0
Students with Disabilities	118	113	52	46.0

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	0.67	1.84	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	1.84	0
Female	0.39	0
Male	3.14	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	12.5	0
Filipino	0	0
Hispanic or Latino	0.93	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	14.29	0
White	1.96	0
English Learners	0.79	0
Foster Youth	0	0
Homeless	4.88	0
Socioeconomically Disadvantaged	1.76	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	1.69	0

2023-24 School Safety Plan

To safeguard the well-being of McAuliffe students and staff, a Comprehensive School Site Safety Plan has been developed by the Safety Committee. The Safety Plan is updated annually in the fall with staff, student, and parent input and all revisions and updates are reviewed immediately with the staff. Key elements of the Safety Plan focus on playground supervision, disaster drills, and emergency procedures. Final review with updates will take place in January of 2024.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills for fire, lockdown and earthquake drills are held regularly.

The safety of students and staff is a primary focus at McAuliffe Elementary School. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus supervisors, teachers, other staff, and the school principal. All visitors to the campus must sign in at the office and wear a visitor's pass at all times.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	20	2	3	
1	24		4	
2	19	1	4	
3	23		4	
4	27	1	1	
5	28	1	1	1
Other	6	4		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	19	1	3	
1	20	1	3	
2	24		4	
3	22		4	
4	28		2	
5	27		3	
Other	12	4	1	

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	21	1	4	0
1	23	0	2	0
2	23	0	3	0
3	23	0	4	0
4	29	0	3	0
5	21	1	3	0
6	0	0	0	0
Other	7	4	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	508

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	1.4
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,948.74	\$79.96	\$3,868.78	\$93,643.96
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	1.3	8.9
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-52.1	7.0

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality

and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

McKinna Elementary School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	McKinna Elementary School
Street	1600 South N Street
City, State, Zip	Oxnard, CA 93033
Phone Number	(805) 385-1563
Principal	Erika Ragan
Email Address	eragan@oxnardsd.org
School Website	www.oxnardsd.org/mckinna
County-District-School (CDS) Code	56725386055354

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

McKinna Vision:

To develop empathetic digital learners who are biliterate, critical thinkers and creative problem solvers. Our students will be prepared for successful careers as contributing members of society.

McKinna Mission:

We, the teachers and staff of McKinna School, are committed to ensure that each of our students reaches his or her full potential through high expectations, ongoing collaboration, and targeted, focused instruction. Our school's priority is to provide a safe learning environment where all students are supported academically, emotionally and socially to develop to their fullest potential. We consider families to be our most essential partners in achieving this mission!

The staff, parents, and students at McKinna School work together to support and maintain a safe and secure school environment that is conducive to learning and provides opportunities for each student to develop personal and social responsibility, self-esteem, respect, and consideration for others, and a high level of academic achievement. By the time students leave fifth grade, we want them to have the academic and social skills needed to be successful in the future. We are committed to empowering our students to be collaborators, innovators, problem solvers, digital learners, innovators, achievers, global thinkers and focused on the future. At McKinna, we celebrate the diversity of our student body and feel that all children benefit from knowing, learning about and experiencing other languages and cultures. McKinna is a learning community where student needs drive all decisions.

McKinna offers a Biliteracy Program using a 50/50 model which means our students receive instruction in both English and Spanish daily. Our students will have the opportunity to become biliterate, bilingual and multicultural through a rigorous academic program so they can develop to their fullest potential as global citizens.

In addition to providing intentional, appropriate, academic, social and emotional support for students, McKinna staff will work diligently to foster strong partnerships with the McKinna families. McKinna considers families the most essential partners in achieving goals within the School Plan for Student Achievement (SPSA). The McKinna staff will cultivate meaningful partnerships and authentic family engagement through healthy communication venues such as SSC, ELAC and PTA; school events such as Family Fridays; family education opportunities like math and science nights; as well as forums for families to

2023-24 School Description and Mission Statement

contribute to the educational opportunities for their children. All families will be offered many opportunities to be involved in their child's schooling to learn what can be done to support their child's education.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	120
Grade 1	115
Grade 2	92
Grade 3	102
Grade 4	81
Grade 5	90
Total Enrollment	600

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	49.3%
Male	50.7%
Asian	0.2%
Black or African American	0.3%
Hispanic or Latino	98.2%
Native Hawaiian or Pacific Islander	0.7%
Two or More Races	0.5%
White	0.2%
English Learners	78.7%
Foster Youth	0.7%
Homeless	13.8%
Migrant	3.2%
Socioeconomically Disadvantaged	94.5%
Students with Disabilities	11%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	25.10	100.00	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	23.00	3.18	12115.80	4.41
Unknown	0.00	0.00	39.00	5.40	18854.30	6.86
Total Teaching Positions	25.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	24.60	95.44	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.50	1.93	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	0.60	2.59	38.90	5.39	15831.90	5.67
Total Teaching Positions	25.80	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023	Yes	0

School Facility Conditions and Planned Improvements

McKinna School was completed and dedicated in February of 2020. This campus consists of 31 classrooms, administration offices, multi-purpose room, kitchen, lounge, library, playground, speech room, computer lab and 2 Pre-K classrooms. The most recent inspections resulted in a “Exemplary” to “Exemplary” rating in all areas.

Year and month of the most recent FIT report

8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			Classroom # 408: AC not working.
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			Classroom # 401: 2 lights are not working properly. Drinking fountain has low pressure.
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			Classroom # 401: 2 lights are not working properly. Drinking fountain has low pressure. Classroom # 404: Drinking fountain not working. Librarian Workroom # 302: Drinking fountain has low pressure.
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Classroom # 438: Front door weather strip needs replacement. Girls RR: Door not closing properly.

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	18	18	28	29	47	46
Mathematics (grades 3-8 and 11)	9	18	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	265	264	99.62	0.38	17.80
Female	134	134	100.00	0.00	17.91
Male	131	130	99.24	0.76	17.69
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	261	260	99.62	0.38	17.69
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	0	0	0	0	0
English Learners	173	172	99.42	0.58	7.56
Foster Youth	--	--	--	--	--
Homeless	42	42	100.00	0.00	9.52
Military	0	0	0	0	0
Socioeconomically Disadvantaged	252	251	99.60	0.40	17.53
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	38	38	100.00	0.00	2.63

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	265	265	100.00	0.00	17.74
Female	134	134	100.00	0.00	17.91
Male	131	131	100.00	0.00	17.56
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	261	261	100.00	0.00	17.62
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	0	0	0	0	0
English Learners	173	173	100.00	0.00	8.67
Foster Youth	--	--	--	--	--
Homeless	42	42	100.00	0.00	9.52
Military	0	0	0	0	0
Socioeconomically Disadvantaged	252	252	100.00	0.00	17.06
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	38	38	100.00	0.00	0.00

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	8.54	6.82	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	88	88	100.00	0.00	6.82
Female	36	36	100.00	0.00	2.78
Male	52	52	100.00	0.00	9.62
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	86	86	100.00	0.00	5.81
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	0	0	0	0	0
English Learners	50	50	100.00	0.00	0.00
Foster Youth	0	0	0	0	0
Homeless	17	17	100.00	0.00	0.00
Military	0	0	0	0	0
Socioeconomically Disadvantaged	84	84	100.00	0.00	5.95
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	15	15	100.00	0.00	0.00

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	99%	100%	99%	100%	100%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

McKinna considers families the most essential partners in achieving goals to improve student outcomes. The McKinna staff will cultivate meaningful partnerships and authentic family engagement through healthy communication venues such as SSC, ELAC and PTA; school events; family education opportunities such as math and science nights; as well as forums for families to contribute to the educational opportunities for their children. This year, we have brought back our Family Fridays allowing parents to come and read with their children. Parent workshops are hosted to assist families in supporting students' academic and social-emotional development. Families will be informed of opportunities to be involved with our school through calls, text messages, emails, social media, our school website, video information bulletins and webinars.

In addition, McKinna partners with organizations to provide workshops for families. Agencies such as Ventura County Behavioral Health and Logrando Bienestar offer workshops and services to families for mental health support. McKinna's Outreach Consultant works with the school Social Worker to connect resources to families school wide. Project 2 INSPIRE classes have been offered through District support to increase EL parent engagement, leadership and advocacy. In addition, McKinna staff offers opportunities for parents to attend workshops to promote literacy, math, technology, art and cultural events to support their child's education.

McKinna School also benefits from an extremely active and involved Parent-Teacher Association (PTA). The PTA works with the community through various school fundraisers, school activities and field trips.

In addition to being a decision-making body, parents within the SSC and ELAC are welcome to listen to speakers from the district and outside resources during designated ELAC, SSC, Title I meetings and special events. Information and resources to promote child safety, child nutrition, and child development are shared at these venues.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	644	624	198	31.7
Female	315	308	104	33.8
Male	329	316	94	29.7
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	1	1	0	0.0
Black or African American	2	2	1	50.0
Filipino	0	0	0	0.0
Hispanic or Latino	633	613	195	31.8
Native Hawaiian or Pacific Islander	4	4	0	0.0
Two or More Races	3	3	1	33.3
White	1	1	1	100.0
English Learners	513	496	159	32.1
Foster Youth	4	4	1	25.0
Homeless	106	99	35	35.4
Socioeconomically Disadvantaged	608	591	191	32.3
Students Receiving Migrant Education Services	23	23	9	39.1
Students with Disabilities	84	84	30	35.7

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	0.82	1.71	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	1.71	0
Female	0.95	0
Male	2.43	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	1.58	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	1.95	0
Foster Youth	0	0
Homeless	1.89	0
Socioeconomically Disadvantaged	1.81	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	3.57	0

2023-24 School Safety Plan

The safety of students and staff is a priority at McKinna School. The McKinna community works collaboratively to foster responsive, restorative systems within a Multi-Tiered Systems of Support (MTSS) framework to create a healthy learning environment where students thrive. McKinna staff is committed to the implementation of a proactive and positive behavior support system (PBIS) school wide. The PBIS Leadership Team works within the Safe & Civil School model through a continuous improvement process to guide the entire staff through the construction and implementation of a comprehensive approach to behavior support. This approach is proactive, positive, and instructional offering an alternative means of correction to address student behavior that preserves student attendance and builds student responsibility, self-control and civic awareness. The goal of the Safe and Civil School model is to reduce all behavioral and motivational barriers to learning by promoting safety and pro-social behavior, by supporting both academic and social emotional learning, and by enhancing staff consistency in teaching positive behavior expectations school wide. McKinna staff will continue to incorporate a collaborative approach and common language for teaching students self-regulation and peaceful problem-solving strategies for fostering social-emotional development.

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the Safety Committee and is reviewed yearly with the McKinna staff and the School Site Council on an annual basis. Key elements of the Safety Plan focus on playground supervision, emergency procedures, and the implementation of PBIS and restorative justice to create a safe and healthy environment for learning. The Safety Plan highlights strategies to promote student resilience and help development self-regulation, self-confidence, responsibility, and stress management, all factors leading to a safe environment.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held regularly; fire drills are held monthly, and earthquake and lock down drills are held each trimester.

2023-24 School Safety Plan

McKinna's campus is closed during hours when students are present. All visitors to the campus must sign in at the office and wear a visitor's pass at all times. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch and after school. Supervision is a responsibility shared among campus supervisors, teachers and the school administration.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	25		4	
1	23		5	
2	24		4	
3	22		5	
4	29		3	
5	33			

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	25		4	
1	24		4	
2	22		5	
3	21	3	1	
4	34			2
5	27		3	

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24	0	5	0
1	23	0	6	0
2	23	0	4	0
3	20	3	2	0
4	27	0	3	0
5	30	0	3	0
6	0	0	0	0
Other	0	0	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	600

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	1
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$4,067.41	\$116.55	\$3,950.86	\$92,730.34
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	3.4	7.9
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-50.1	6.1

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social

Professional Development

development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Ramona Elementary School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Ramona Elementary School
Street	804 Cooper Road
City, State, Zip	Oxnard, CA 93030
Phone Number	(805) 385-1569
Principal	Cristina Huizar
Email Address	chuizar@oxnardsd.org
School Website	https://www.oxnardsd.org/ramona
County-District-School (CDS) Code	56725386055362

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Ramona Elementary School is located on the east side of Oxnard, where the population is predominantly of Latino descent, with a significant immigrant population. Our school is comprised of 99.8% Hispanic or Latino, 98.3% socioeconomically disadvantaged, and 87.6% English language learners. Within our group of students who are designated as English language learners, 10.85% percent have a background of dialects such as Mixtec and Zapotec

Ramona's vision is to prepare students with the social, emotional and academic skills necessary to learn and compete at high levels in a safe learning environment. Ramona's mission is to provide effective first instruction, promote a safe learning environment where students feel free to experiment and produce critical thinkers.

At Ramona, all staff members are committed to the success of all students. We critically examine and determine what actions empower our students and which areas need further development to achieve greater success. Professional Learning Community teams collaborate after assessment administration to analyze data from formative assessments, such as Star Early Literacy, Reading, and Math; CAASPP Interim Assessment Blocks; writing prompts; ELD assessments; curriculum-embedded assessments and summative (CAASPP, ELPAC) assessments to monitor and identify key learning targets. Teachers use grade-level data to plan lessons; identify instructional strategies; reflect, improve, and advance instructional practices; and target students' intervention and acceleration.

Ramona Elementary provides a 50/50 Biliteracy Program for all grades. Our literacy instruction includes compelling reading and writing strategies to support student-centered practice. We believe in the importance of first instruction and the idea that students learn to read and write through an inquiry-based balanced literacy approach, which includes mastery of foundational literacy skills.

We use technology to accelerate individualized and personalized learning while creating critical, independent thinkers. To create an environmentally responsible campus, we provide a supportive environment that addresses all students' needs, including nutrition, physical, social-emotional, safety, and intellectual growth.

We have aligned our mission, vision, and purpose to reflect the Oxnard School District student profile, where our goal is to promote students with the following traits:

Collaborator: Students will be collaborative learners, able to communicate and learn through and with others.

2023-24 School Description and Mission Statement

Digital Learner: Students will be technologically, artistically, academically, and linguistically prepared to succeed and lead.

Focused on the Future: Students will be high school, college, and career ready, challenged to select rigorous courses, and equipped with the tools, knowledge, and skills to be prepared for the future.

Global Thinker: Students will be compassionate, multilingual, and inclusive, able to understand and convey pride in their identity, heritage, and history.

Achiever: Students will demonstrate their knowledge of local and state measures in all academic areas.

Problem Solver: Students will be confident and solution-oriented, demonstrate a growth mindset, and advocate for themselves and others.

Innovator Students will be creative writers, successful readers, and mathematical thinkers, able to create, design, and apply new knowledge in various contexts.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	155
Grade 1	72
Grade 2	94
Grade 3	94
Grade 4	86
Grade 5	78
Total Enrollment	579

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	51.3%
Male	48.7%
Asian	0.2%
Hispanic or Latino	99.8%
English Learners	87.6%
Foster Youth	0.2%
Homeless	22.3%
Migrant	3.3%
Socioeconomically Disadvantaged	95.9%
Students with Disabilities	11.2%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	24.10	100.00	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	23.00	3.18	12115.80	4.41
Unknown	0.00	0.00	39.00	5.40	18854.30	6.86
Total Teaching Positions	24.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	23.10	97.15	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	0.60	2.85	38.90	5.39	15831.90	5.67
Total Teaching Positions	23.80	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	7.1	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023	Yes	0

School Facility Conditions and Planned Improvements

Ramona School, originally constructed in 1999, is currently comprised of 27 classrooms, 3 portables, a library, two teacher workrooms, a cafeteria/multipurpose room, and three playground structures. The most recent inspections resulted in a "Exemplary" to "Good" rating in all areas.

Year and month of the most recent FIT report

8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			Bldg. # 200 Multipurpose Room: Stained ceiling tiles. Air filter needs to be replaced. Room # 1202: Thermostat won't start. Room # 312: Core room door needs repair.
Interior: Interior Surfaces	X			Bldg. # 100 Administration: Stained ceiling tiles. Missing blinds. Bldg. # 100 Library: Stained and damaged ceiling tiles. Bldg. # 200 Multipurpose Room: Stained ceiling tiles. Air filter needs to be replaced. Bldg. # 500 Core Room: Replace damages ceiling tiles. Room # 406: Repair cabinet doors.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			Room # 1202: Thermostat won't start.
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External:	X			

School Facility Conditions and Planned Improvements

Playground/School Grounds, Windows/
Doors/Gates/Fences

Bldg. # 100 Administration: Stained ceiling tiles.
Missing blinds.
Room # 312: Core room door needs repair.
Room # 504: Core room door needs repair.

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	20	19	28	29	47	46
Mathematics (grades 3-8 and 11)	15	15	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	263	255	96.96	3.04	18.82
Female	142	137	96.48	3.52	18.98
Male	121	118	97.52	2.48	18.64
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	263	255	96.96	3.04	18.82
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	0	0	0	0	0
English Learners	201	193	96.02	3.98	10.88
Foster Youth	0	0	0	0	0
Homeless	66	60	90.91	9.09	15.00
Military	0	0	0	0	0
Socioeconomically Disadvantaged	255	247	96.86	3.14	17.41
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	30	30	100.00	0.00	0.00

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	262	262	100.00	0.00	15.27
Female	141	141	100.00	0.00	13.48
Male	121	121	100.00	0.00	17.36
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	262	262	100.00	0.00	15.27
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	0	0	0	0	0
English Learners	200	200	100.00	0.00	10.00
Foster Youth	0	0	0	0	0
Homeless	65	65	100.00	0.00	12.31
Military	0	0	0	0	0
Socioeconomically Disadvantaged	254	254	100.00	0.00	14.17
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	30	30	100.00	0.00	0.00

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	11.69	13.92	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	79	79	100.00	0.00	13.92
Female	40	40	100.00	0.00	10.00
Male	39	39	100.00	0.00	17.95
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	79	79	100.00	0.00	13.92
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	0	0	0	0	0
English Learners	51	51	100.00	0.00	1.96
Foster Youth	0	0	0	0	0
Homeless	20	20	100.00	0.00	10.00
Military	0	0	0	0	0
Socioeconomically Disadvantaged	78	78	100.00	0.00	14.10
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	--	--	--	--	--

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	97%	97%	96%	97%	99%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Parent involvement is a crucial element for continued academic success at Ramona School. Parents are welcomed to Ramona School throughout the school year through parent meetings, programs, events and volunteer opportunities such as: Coffee with the Principal, Title I meetings, School Site Council (SSC), English Learner Advisory Community (ELAC), parent nights (e.g. Bilingual and Healthy Food Presentations) and awards assemblies. Teachers regularly communicate with parents through Parent Square, phone, texts, through the Canvas learning management system, class dojo, written notes, parent conferences, and various activities. Teachers use standards-based progress reports and assessment data at parent/teacher conferences to inform parents of their child's progress. Ramona staff also conducts parent education nights to help parents support their children in an academic setting. Our Outreach Consultant (ORC) facilitates parenting classes in English and Spanish, with Mixtec translation, as needed, to encourage participation and support positive interaction with their children. We provide the Latino Family Literacy Project, designed to teach parents how to keep their children reading while encouraging parent literacy. Parent Information Nights are held throughout the year which focus on math, reading and DLI and to assist in transitioning kindergarteners and 5th graders into their new school settings. We have an English learner parent representative participate in the CAFE conference so they may bring information to our parents through ELAC and PTA meetings.

To support further parent involvement, we provide Spanish-speaking and Mixtec translators at meetings to better communicate vital information to parents. Ramona School has forged numerous partnerships with local businesses throughout the community, including, but not limited to: the City of Oxnard, the Oxnard Police Department, Mixtec Indigenous Community Organizing Project (MICOP), Ventura County Behavioral Health, Ventura County Public Health, and the Oxnard Recreational Department. Some community sponsored opportunities are: Parent Project, Loving Solutions, VCBH Logrando Bienestar, Viviendo con Amor and Project 2INSPIRE.

We continue to involve parents in their children's education as we believe that parents play a crucial part in their development and academic success.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	627	608	141	23.2
Female	320	310	75	24.2
Male	307	298	66	22.1
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	1	1	1	100.0
Black or African American	0	0	0	0.0
Filipino	0	0	0	0.0
Hispanic or Latino	626	607	140	23.1
Native Hawaiian or Pacific Islander	0	0	0	0.0
Two or More Races	0	0	0	0.0
White	0	0	0	0.0
English Learners	545	531	109	20.5
Foster Youth	2	2	2	100.0
Homeless	164	153	30	19.6
Socioeconomically Disadvantaged	608	589	132	22.4
Students Receiving Migrant Education Services	34	33	3	9.1
Students with Disabilities	81	78	27	34.6

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	0.19	0.00	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0	0
Female	0	0
Male	0	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	0	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	0	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	0	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	0	0

2023-24 School Safety Plan

The safety of students and staff is a priority of the Ramona School community. Supervision is a responsibility shared among playground assistants, teachers, administration, and other school staff. Campus assistants monitor students before, during breaks, lunch, and after school. To safeguard the well-being of students and staff, a Comprehensive School Site Safety Plan has been developed in conjunction with the Leadership Team/Safety Committee and reviewed annually by staff and parents. Key elements of the Comprehensive Safety Plan focus on playground supervision, behavior support, and emergency procedures.

We will continue to implement CHAMPs, a Positive Behavior Intervention Support plan (PBIS), and Restorative Justice to support students' instruction and continuance of positive behavior throughout the day and after school. We continue to address safety concerns identified through the Panorama Survey in which students, teachers, and parents participated.

Ramona Elementary complies with the laws, rules, and regulations of hazardous materials and state earthquake standards. Safety drills are held regularly, alternating between fire, earthquake, and campus intruder/lockdown drills. The Comprehensive School Safety Plan was last reviewed with the School Safety Committee on December 12, 2022.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		5	
1	24		4	
2	21		4	
3	22	1	3	
4	25		3	
5	30		3	

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		4	
1	22		4	
2	22		4	
3	20	3	1	
4	27	1	1	1
5	25	1	2	

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	22	2	9	0
1	24	0	3	0
2	24	0	4	0
3	24	0	4	0
4	29	0	3	0
5	26	0	3	0
6	0	0	0	0
Other	0	0	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	579

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	1
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$4,061.64	\$110.80	\$3,950.84	\$91,173.01
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	3.4	6.2
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-50.1	4.4

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Emilie Ritche Elementary School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Emilie Ritchen Elementary School
Street	2200 Cabrillo Way
City, State, Zip	Oxnard, CA 93030
Phone Number	(805) 385-1572
Principal	Nauman Zaidi
Email Address	nzaidi@oxnardsd.org
School Website	www.oxnardsd.org/emilieritchen
County-District-School (CDS) Code	56725386110738

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Vision Statement: Emilie Ritchen is a school community of successful, life long learners that embody the characteristics of the OSD student profile.

Mission Statement: We work together to foster responsibility, respect and appreciation for one another, while maintaining high academic and behavioral expectations for all students and staff.

As described within our Vision and Mission Statements, Emilie Ritchen Elementary School is committed to providing the best educational program possible for our students. The quality of our instructional program is a reflection of our highly committed staff. We are dedicated to ensuring Ritchen School is a welcoming, stimulating environment where students are actively involved in their education, while building positive character traits focused on always choosing kindness. Through the shared vision of our staff, parents, and community, our students are challenged to reach their maximum potential. Our academic focus has centered on building strong foundations in reading, writing, and mathematics. Throughout the 2023-24 school year, Emilie Ritchen will emphasize building rigor across all grade levels, while scaffolding instruction to strengthen students' skills on grade-level standards. Our ongoing professional development utilizing Teachers On Special Assignment (TOSAs) will be focused on providing our teachers with strategies to increase the productive struggle of our students with the released questions from the state assessments.

Here at Ritchen, we take pride in fostering a safe, positive, and professional learning environment. In order to address our students' social, emotional, and behavioral needs, students are identified through the CST and SST process to receive individual and/or small group counseling services provided by our school counselor. Our progressive discipline matrix assists teachers and administration with clear guidelines for responding to student behavior at both the classroom and school levels. The Positive Behavior Intervention and Support (PBIS) model concentrating on STOIC (Structure, Teach expectations, Observe and monitor, Interact positively, and Correct fluently) guides all staff in providing a proactive and positive approach to managing student behavior both in and out of the classroom.

In order for students to achieve their fullest potential, we know that parental involvement is a critical factor to ensure students' educational success. Our English Learner Advisory Committee (ELAC), Parent Teacher Association (PTA), and School Site Council (SSC), in coordination with our Outreach Coordinator, and our extracurricular dance and sports programs offer and encourage parents to become active participants in their children's education by participating in the meaningful and productive opportunities offered. The school's Parent Involvement Policy provides clear guidelines for parents to serve as volunteers in

2023-24 School Description and Mission Statement

classroom and school activities. During the upcoming school year, our PTA will work on providing incentives such as the Carnival for students who reach their ST Math and Lexia goals at least three times a year.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	112
Grade 1	61
Grade 2	81
Grade 3	71
Grade 4	92
Grade 5	85
Total Enrollment	502

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	47%
Male	53%
Asian	2%
Black or African American	1.8%
Filipino	2.2%
Hispanic or Latino	89%
Two or More Races	1.2%
White	3.8%
English Learners	33.9%
Foster Youth	0.2%
Homeless	7.2%
Migrant	1%
Socioeconomically Disadvantaged	83.1%
Students with Disabilities	23.7%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.10	86.36	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	1.50	5.85	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	23.00	3.18	12115.80	4.41
Unknown	2.00	7.79	39.00	5.40	18854.30	6.86
Total Teaching Positions	25.60	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	21.00	82.35	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	3.00	11.76	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	1.50	5.88	38.90	5.39	15831.90	5.67
Total Teaching Positions	25.50	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	1.00
Misassignments	0.00	2.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	3.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	9
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	3.1	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023	Yes	0

School Facility Conditions and Planned Improvements

Ritchen School, originally constructed in 1992, is currently comprised of 36 classrooms, a library, two computer labs, a cafeteria/multipurpose room, a teacher workroom, a parent lounge, and two playgrounds. A plan for modernization has received DSA approval. The most recent inspections resulted in a “Good” to “Good” rating in all areas.

Year and month of the most recent FIT report 8/9/2022

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Bldg. # 300 Boys Restroom: Ceiling tiles need to be replaced. Bldg. # 300 Girls Restroom: Ceiling tiles need to be replaced. Room # 15: Minor patch and paint. Room # 17: Replace ceiling tiles. Room # 23: Replace ceiling tiles.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			Classroom # 501: Faucet needs to be tightened. Upper Boys Restroom: 2 urinals out of order.
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	35	35	28	29	47	46
Mathematics (grades 3-8 and 11)	20	28	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	244	240	98.36	1.64	35.42
Female	120	119	99.17	0.83	42.02
Male	124	121	97.58	2.42	28.93
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	216	213	98.61	1.39	34.74
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	64	62	96.88	3.12	11.29
Foster Youth	0	0	0	0	0
Homeless	15	14	93.33	6.67	28.57
Military	0	0	0	0	0
Socioeconomically Disadvantaged	206	202	98.06	1.94	34.65
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	54	51	94.44	5.56	7.84

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	244	240	98.36	1.64	28.33
Female	120	119	99.17	0.83	30.25
Male	124	121	97.58	2.42	26.45
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	216	213	98.61	1.39	25.35
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	64	62	96.88	3.12	9.68
Foster Youth	0	0	0	0	0
Homeless	15	14	93.33	6.67	28.57
Military	0	0	0	0	0
Socioeconomically Disadvantaged	206	202	98.06	1.94	24.75
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	54	51	94.44	5.56	5.88

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	21.88	22.37	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	80	78	97.50	2.50	21.79
Female	41	41	100.00	0.00	19.51
Male	39	37	94.87	5.13	24.32
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	73	71	97.26	2.74	21.13
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	16	14	87.50	12.50	0.00
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	68	66	97.06	2.94	21.21
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	18	16	88.89	11.11	0.00

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	90%	95%	95%	95%	95%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

In order for students to achieve their fullest potential, we know that parental involvement is a critical factor to ensure students' educational success. Our English Learner Advisory Committee (ELAC), Parent Teacher Association (PTA), and School Site Council (SSC), in coordination with our Outreach Coordinator, offer and encourage parents to become active participants in their children's education by participating in the meaningful and productive opportunities offered. The school's Parent Involvement Policy provides clear guidelines for parents to serve as volunteers in classroom and school activities. With the strong support of PTA, Ritchen Elementary will provide several opportunities to increase parent involvement and reward students for meeting their academic achievement goals.

Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child's teacher to review achievement data and identify strategies for improving student success. Parents will also be asked to attend Student Success Team meetings if their child has been identified as needing additional support to meet grade-level standards or is exhibiting significant needs in social, emotional, and/or behavioral areas. Parent training and education will be coordinated and provided by the school's Outreach Coordinator to improve parents' ability to support their children's learning. Finally, the school will continue to engage parents during School Site Council, English Language Advisory Committee, and Parent Teacher Association meetings to promote and sustain parent involvement and home-school partnerships. Moreover, by strengthening home-school partnerships to increase parental involvement, Emilie Ritchen Elementary School will continue to promote meaningful and rewarding learning experiences for every student.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	531	518	188	36.3
Female	254	245	81	33.1
Male	277	273	107	39.2
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	10	10	5	50.0
Black or African American	10	9	1	11.1
Filipino	11	11	3	27.3
Hispanic or Latino	473	461	172	37.3
Native Hawaiian or Pacific Islander	0	0	0	0.0
Two or More Races	6	6	2	33.3
White	21	21	5	23.8
English Learners	182	175	66	37.7
Foster Youth	4	4	3	75.0
Homeless	44	44	22	50.0
Socioeconomically Disadvantaged	449	437	170	38.9
Students Receiving Migrant Education Services	9	9	3	33.3
Students with Disabilities	142	140	66	47.1

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	0.19	0.56	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.56	0
Female	0	0
Male	1.08	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	0.63	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	0.55	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	0.67	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	0	0

2023-24 School Safety Plan

At Emilie Ritchen Elementary School, the safety and well being of all students and staff are priorities. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch and after school. Student Supervision is conducted by school personnel, including, but not limited to, campus supervisors, teachers, instructional aides, custodial staff and administrators. Emilie Ritchen Elementary School is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours. Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures. Visitors, including parents, to the Emilie Ritchen campus must sign in at the front office and wear a visitor badge while at school. Parents are always welcome to serve as volunteers in classrooms, however, school district Volunteer Clearance Procedures must be followed.

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the School Safety Committee, which includes input by our teachers, parents, and other school personnel. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders, including classified and certificated staff, students, and families, at staff, parent, and school committee meetings. Each school year, the plan is reviewed in the fall (August - November), approved by the School Site Council in December, reviewed by the school district in January, and approved by the School District Governing Board in February. Key elements of the Comprehensive School Safety Plan focus on promoting a positive, safe school environment and highlight student supervision, school discipline, emergency response procedures, dress code, and safe ingress and egress.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held regularly, including monthly fire, earthquake, and/or lock down drills.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	19	1	3	
1	24		3	
2	24		4	
3	22		4	
4	27	1		3
5	29		1	
Other	8	2		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23		2	
1	23		2	
2	23		3	
3	22		4	
4	27		3	
5	34			2
Other	12	4	1	

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	19	2	4	0
1	23	0	2	0
2	24	0	3	0
3	22	0	3	0
4	30	0	3	0
5	27	0	3	0
6	0	0	0	0
Other	9	4	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	502

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,869.94	\$125.95	\$3,743.99	\$96,387.49
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	-2.0	11.8
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-55.1	9.9

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social

Professional Development

development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Rose Avenue Elementary School

2022-2023 School Accountability Report Card

(Published During the 2023-2024 School Year)



Rose Avenue School
The School Of Science and Wellness



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Rose Avenue Elementary School
Street	220 South Driskill Street
City, State, Zip	Oxnard, CA 93030
Phone Number	(805) 385-1575
Principal	Diana Perez
Email Address	dperez@oxnardsd.org
School Website	www.oxnardsd.org/roseave
County-District-School (CDS) Code	56725386055370

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Rose Avenue Elementary School is dedicated to aligning their daily work with the Oxnard School District's Vision of Changing the World! We will strive to support our students and provide them with positive experiences to become Inspired, Accomplished, Multilingual Global Citizens in School and Beyond. In the 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. Rose Avenue Elementary School is also dedicated to aligning their daily work with the Oxnard School District's Mission. Our goal is to 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.

The Mission of Rose Avenue Elementary School is to prepare students to become outstanding and productive citizens of society. Our Vision is that Rose Avenue Elementary School is dedicated to promote social, emotional, and academic growth for all students. Our Values Statement is for the school community to internalize that we all contribute to the success of our students as we believe in a "our students, not my students" mentality, engage in effective "collaboration not isolation" methods, and prioritize the time to "recognize and celebrate the good". Through the participation of students, staff, parents, and school families towards our shared Vision, Mission, and Values statements, our students will be challenged to reach their maximum potential.

As described in our Vision and Mission Statements, Rose Avenue Elementary School is committed to providing a Common Core standards-based educational program that meets both the academic and social-emotional needs for all students, including all significant student subgroups (English Learners, Hispanic/Latino, Students with Disabilities, Migrant, and Socioeconomically Disadvantaged). Throughout the 2023-2024 school year, Rose Avenue Elementary School will emphasize building rigor across the grade levels in all content areas, expanding the depths of knowledge across all disciplines, and increasing student engagement with access to academic language across the disciplines. As we continue with one of our foci as a "School of Science", teachers will continue to integrate scientific practices, hands-on activities and experiments as we continue the implementation of our recently adopted Science curriculum, "Twig Science", and continue with the implementation of the Next Generation Science Standards (NGSS).

2023-24 School Description and Mission Statement

Our dedicated teachers will focus on data driven instruction, will scaffold instruction to strengthen students skills' on grade-level standards, will provide small group instruction, and will assess students on a regular basis using Star 360 and other class assessments to monitor student growth in the core areas of Reading and Math. Our work at Rose Avenue will also be driven and modified as needed as we strive to meet the seven components of the OSD Student Profile.

1. Students will be able to learn through and with others as they become creative writers, successful readers and mathematical thinkers.
2. Students will be technologically, artistically, academically, and linguistically prepared to succeed and to lead.
3. Students will be prepared for the future and challenged to select rigorous courses. Students will also be equipped with the tools, knowledge, and skills to be high school, college, and career ready.
4. Students will be compassionate, multilingual, multicultural, and global thinkers as they are able to understand and to convey pride in their identity, heritage, and history.
5. Students will be prepared to succeed in local and state measures in all academic areas.
6. Students will be confident, solution oriented, and demonstrate a growth mindset as they advocate for themselves and for others.
7. Students will create, communicate, collaborate, design, and apply new knowledge in a variety of contexts.

Rose Avenue Elementary School takes pride in our Positive Behavior Intervention Supports (PBIS) achievements which include the 2017 PBIS Bronze Award, 2018 PBIS Silver Award, and 2019 PBIS Platinum Award. The Pumas take pride in building a school culture that is nurturing, inclusive and welcoming to all students, staff, families, and community members. We plan to continue our implementation of schoolwide CHAMPS and STOIC protocols in order to provide the school community with a positive, safe and productive learning environment. Rose Avenue's PBIS Team will meet on a monthly basis to analyze student discipline data, identify areas of focus, and provide recommendations to staff in order to strengthen our school's positive learning environment. Our students' social, emotional and behavioral needs will also be met through the MTSS/SST processes as we identify students in need of individual and/or small group counseling services, which will be provided by our School Counselor. As we continue with our school focus as a "School of Wellness", Rose Avenue School will provide many opportunities for social-emotional wellness with positive schoolwide activities that will enhance students' and staff connections to our learning environment such as clubs, school spirit weeks, Restorative Justice practices, Friday messages by our Student Council Leaders, school assemblies, Growth Mindset practices, Kindness Week, Mental Health Awareness, Wellness Wednesdays, and Anti-Bullying Awareness.

Rose Avenue parents and community members are integral in supporting their child to reach their fullest potential. Our English Learner Advisory Committee (ELAC), School Site Council (SSC), and Parent Teacher Association (PTA) will continue to meet on a regular basis via a hybrid model through both in-person and zoom meetings in order to increase access for all school families. We will continue to maintain constant communication with all school stakeholders through Canvas, our School Website, our School's Marquee, Mass Communication/Messages via Parent Square, and Social Media Platforms (Facebook, Twitter, and Instagram). Our School Principal, Outreach Coordinator, School Counselor, and Teachers will encourage parents to become active participants in their children's schooling through facilitating a variety of engaging and meaningful workshops based on parent and family needs. Once our parents/guardians have completed Human Resource's requirements for school volunteers, all parents/guardians will be invited to volunteer in classrooms and will be provided with multiple opportunities to participate in the school's educational program.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	127
Grade 1	70
Grade 2	70
Grade 3	70
Grade 4	74
Grade 5	85
Total Enrollment	496

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	44.2%
Male	55.8%
Asian	0.4%
Black or African American	0.6%
Hispanic or Latino	98%
Two or More Races	0.2%
White	0.8%
English Learners	62.9%
Foster Youth	1.2%
Homeless	18.8%
Migrant	1.8%
Socioeconomically Disadvantaged	94.4%
Students with Disabilities	17.9%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	23.10	90.26	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.50	1.95	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	23.00	3.18	12115.80	4.41
Unknown	2.00	7.79	39.00	5.40	18854.30	6.86
Total Teaching Positions	25.60	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	21.50	89.58	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	1.00	4.17	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	1.50	6.25	38.90	5.39	15831.90	5.67
Total Teaching Positions	24.00	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.50	1.00
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.50	1.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	12.5	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023	Yes	0

School Facility Conditions and Planned Improvements

Rose Avenue School, originally constructed in 1965, is currently comprised of 32 classrooms, a library, a computer lab, a science lab, a teacher workroom, a cafeteria/multipurpose room, and two playgrounds. The most recent project was an additional parking lot. A new school to replace the existing school is currently being built and expected to open at the start of the 24-25 school year. The most recent inspections resulted in a “Good” to “Exemplary” rating in all areas.

Year and month of the most recent FIT report 8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			ROOM # 403: Replace damaged ceiling tiles. ROOM # 801: Ceiling leaked. Ceiling tiles need replacement.
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	26	23	28	29	47	46
Mathematics (grades 3-8 and 11)	20	22	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	244	241	98.77	1.23	23.24
Female	112	112	100.00	0.00	30.36
Male	132	129	97.73	2.27	17.05
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	0	0	0	0	0
Hispanic or Latino	237	234	98.73	1.27	23.08
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	117	117	100.00	0.00	11.97
Foster Youth	0	0	0	0	0
Homeless	58	58	100.00	0.00	22.41
Military	0	0	0	0	0
Socioeconomically Disadvantaged	230	229	99.57	0.43	22.71
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	64	64	100.00	0.00	0.00

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	244	241	98.77	1.23	21.58
Female	112	112	100.00	0.00	17.86
Male	132	129	97.73	2.27	24.81
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	0	0	0	0	0
Hispanic or Latino	237	234	98.73	1.27	21.79
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	117	117	100.00	0.00	16.24
Foster Youth	0	0	0	0	0
Homeless	58	58	100.00	0.00	20.69
Military	0	0	0	0	0
Socioeconomically Disadvantaged	230	229	99.57	0.43	20.96
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	64	64	100.00	0.00	4.69

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	14.74	10.47	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	88	86	97.73	2.27	10.47
Female	45	45	100.00	0.00	6.67
Male	43	41	95.35	4.65	14.63
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	0	0	0	0	0
Hispanic or Latino	85	83	97.65	2.35	10.84
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	33	33	100.00	0.00	3.03
Foster Youth	0	0	0	0	0
Homeless	14	14	100.00	0.00	0.00
Military	0	0	0	0	0
Socioeconomically Disadvantaged	80	80	100.00	0.00	11.25
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	24	24	100.00	0.00	4.17

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	100%	100%	100%	100%	100%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Rose Avenue Elementary School provides several opportunities throughout the school year to strengthen our partnerships with parents and school families in order to support students to reach their fullest potential. As we follow protocols from Risk Management and parents/guardians complete the requirements from the Human Resource Department, we look forward to welcoming parents to volunteer in the classroom and at school activities. To meet the needs of our school community, we will conduct a combination of in-person and virtual meetings, workshops, and conferences. We will continue to maintain constant communication with all school stakeholders through Canvas, our School Website, Zoom, Mass Communication/Messages via Parent Square, and Social Media (Facebook, Twitter and Instagram).

We encourage all school families to be a part of our site-based parent groups such as School Site Council (SSC), Parent Teacher Association (PTA) and the English Learner Advisory Committee (ELAC). Parent representatives on the SSC, ELAC and PTA are elected by other parents on an annual or biennial basis. Parent governance teams, including teachers and other school personnel, provide input for the development of goals and fiscal decisions necessary to meet those goals within the School Plan for Student Achievement (SPSA). SSC and ELAC will meet 6-8 times a year to discuss and monitor the school's progress towards meeting the SPSA goals, as well as to review the implementation of supports, programs, and services. The PTA will continue to provide funding to support standards-based field trips, school assemblies, student incentives, and extracurricular activities.

The School Principal will invite school families to attend Title 1 and "Coffee with the School Principal" meetings. Each trimester, our Outreach Specialist and School Counselor plan to host Parent/Family Workshops based on the needs of our school families which may include Canvas, grades/report cards, attendance, parent advocacy, school apps (Lexia, ST Math, MyOn, Renaissance), Growth Mindset, and presentations from outside Community Agencies. Based on teacher availability, teachers will provide Parent/Family Nights on Literacy, Math, Science, Health and Wellness. Throughout the year, parents will be invited to Parent-Teacher Conferences to discuss student progress towards the Common Core State Standards and to collaborate with their student's teacher to identify strategies to improve student achievement. Parents of students who have been identified as significantly below grade level, will be invited to Student Success Team (SST) and Individualized Education Plan (IEP) meetings to review student's progress towards meeting the expected goals.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	557	530	183	34.5
Female	247	237	75	31.6
Male	310	293	108	36.9
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	2	2	0	0.0
Black or African American	5	4	3	75.0
Filipino	1	0	0	0.0
Hispanic or Latino	543	519	177	34.1
Native Hawaiian or Pacific Islander	0	0	0	0.0
Two or More Races	1	1	1	100.0
White	5	4	2	50.0
English Learners	351	339	99	29.2
Foster Youth	6	6	0	0.0
Homeless	112	107	34	31.8
Socioeconomically Disadvantaged	521	499	174	34.9
Students Receiving Migrant Education Services	15	12	3	25.0
Students with Disabilities	120	117	53	45.3

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	0.92	0.90	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.9	0
Female	1.62	0
Male	0.32	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	0.92	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	1.42	0
Foster Youth	0	0
Homeless	0.89	0
Socioeconomically Disadvantaged	0.96	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	0.83	0

2023-24 School Safety Plan

The safety of students and staff is a priority at Rose Avenue Elementary School. In order to safeguard the well-being of students and staff, a comprehensive School Safety Plan has been updated and reviewed by our School Safety Committee, School Site Council, and School Leadership Team through a series of meetings.

Key elements of the School Safety Plan focus on safe ingress and egress, school discipline, safe school environments, emergency response guidelines, lock-down scenarios, fire and earthquake drills, as well as school evacuation procedures. Student safety and supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus supervisors, teachers, and the administration. We are a closed campus, so all visitors on campus must sign in at the office and wear a visitor's identification at all times.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. All staff and students participate in: monthly fire drills, priority lockdown drills each trimester, quarterly earthquake drills and an annual evacuation drill.

All staff members are provided with Professional Development opportunities for first aid and other health procedures by our School Nurse on an annual basis.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	19	1	3	
1	24		3	
2	21		3	
3	20	2	2	
4	29		3	
5	24	1	3	
Other	12	3		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	21	1	3	
1	22	1	2	
2	22	1	2	
3	21	1	2	
4	21	2	1	
5	24	2		
Other	11	2		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	21	1	5	0
1	21	1	2	0
2	21	0	3	0
3	22	0	3	0
4	21	1	2	0
5	17	3	1	0
6	0	0	0	0
Other	11	4	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	496

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,741.76	\$107.05	\$3,634.70	\$91,541.30
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	-4.9	6.6
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-57.9	4.8

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Sierra Linda Elementary

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Sierra Linda Elementary
Street	2201 Jasmine Avenue
City, State, Zip	Oxnard, CA 93036
Phone Number	(805) 385-1581
Principal	Jorge Mares
Email Address	jmares@oxnardsd.org
School Website	www.oxnardsd.org/sierralinda
County-District-School (CDS) Code	56725386055388

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

Sierra Linda Elementary is committed to the development and maintenance of a strong partnership between families and educators in our ongoing quest to provide a quality educational program for all of our students. Each student's success depends on teachers, support staff, and parents working closely together as partners in education. Within this partnership, we must continuously strive to empower students to read with enthusiasm and understanding, write with clarity and expression, articulate in an intelligent manner, and demonstrate proficiency in the areas of computation, critical thinking, and problem-solving. We strive to ensure our students are meeting the expectations set in the OSD Student Profile.

Our entire staff at Sierra Linda Elementary has earned the respect of our community for its ongoing commitment toward providing both quality education and a safe school environment for all students. It is especially important that we provide each student with the necessary educational tools which will enable them to be college and career-ready, and successful citizens in the years ahead. At Sierra Linda Elementary, we firmly support the following statements:

1. All students are capable of learning to the best of their ability. While we recognize that all children do not learn in the same way or at the same time, our staff is committed toward providing a variety of instructional strategies to meet the diverse social, emotional, physical and academic needs of each child.
2. All students want, need, and deserve a safe and orderly environment in which to learn.
3. All students will understand that learning can be applied to real-life situations and that our educational goal is to encourage life-long learning.
4. All students need support for learning from parents in the home environment. Our school community is proud of its commitment from parents and staff to work together for the benefit of each of our students.

School Vision:
Empowering All Children to Achieve Excellence

School Mission:
"We encourage children to become creative, academically competent, responsible citizens within a safe and healthy environment where all individuals are nurtured and respected."

2023-24 School Description and Mission Statement

School Core Values:

*Equity *Integrity *Purpose *Perseverance *Compassion

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	124
Grade 1	78
Grade 2	82
Grade 3	97
Grade 4	78
Grade 5	64
Total Enrollment	523

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	45.9%
Male	54.1%
American Indian or Alaska Native	0.2%
Asian	0.4%
Black or African American	1.3%
Filipino	1.5%
Hispanic or Latino	92%
Native Hawaiian or Pacific Islander	0.2%
Two or More Races	1.1%
White	3.3%
English Learners	52.8%
Homeless	3.8%
Migrant	1.9%
Socioeconomically Disadvantaged	91.6%
Students with Disabilities	23.1%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	24.10	85.77	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	1.00	3.56	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	23.00	3.18	12115.80	4.41
Unknown	3.00	10.67	39.00	5.40	18854.30	6.86
Total Teaching Positions	28.10	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.50	81.82	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	1.50	5.45	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	7.30	1.01	11953.10	4.28
Unknown	3.50	12.73	38.90	5.39	15831.90	5.67
Total Teaching Positions	27.50	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	1.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	1.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	3.8	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	6	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023	Yes	0

School Facility Conditions and Planned Improvements

Sierra Linda School was originally constructed in 1966. It is currently comprised of 34 classrooms, a library, a computer lab, a teacher workroom, a cafeteria/multipurpose room, and the playground. The most recent inspections resulted in a “Good” to “Good” rating in all areas.

Year and month of the most recent FIT report

8/9/2022

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces		X		Room # 1002: Ceiling tiles are broken. Room # 1006: Replace ceiling tiles. Room # 1008: Replace ceiling tiles. Room # 202 Kindergarten: 1 broken ceiling tiles. Room # 801 Library: Stained ceiling tiles. Room # 902: Ceiling tiles need to be replaced
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	22	27	28	29	47	46
Mathematics (grades 3-8 and 11)	12	21	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	237	235	99.16	0.84	26.81
Female	120	119	99.17	0.83	27.73
Male	117	116	99.15	0.85	25.86
American Indian or Alaska Native	--	--	--	--	--
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	217	217	100.00	0.00	24.88
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	101	101	100.00	0.00	17.82
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	217	215	99.08	0.92	24.65
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	60	60	100.00	0.00	8.33

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	237	233	98.31	1.69	20.60
Female	120	117	97.50	2.50	17.95
Male	117	116	99.15	0.85	23.28
American Indian or Alaska Native	--	--	--	--	--
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	217	215	99.08	0.92	18.60
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	101	100	99.01	0.99	11.00
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	217	213	98.16	1.84	18.78
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	60	59	98.33	1.67	6.78

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	8.25	4.76	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	63	63	100.00	0.00	4.76
Female	35	35	100.00	0.00	5.71
Male	28	28	100.00	0.00	3.57
American Indian or Alaska Native	--	--	--	--	--
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	--	--	--	--	--
Hispanic or Latino	60	60	100.00	0.00	3.33
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	23	23	100.00	0.00	0.00
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	59	59	100.00	0.00	1.69
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	20	20	100.00	0.00	0.00

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	95%	92%	91%	95%	91%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Sierra Linda Elementary has many different opportunities for parent involvement. Our Parent Teacher Association (PTA) is very active in supporting classrooms, student incentives, and school-wide activities. PTA has increased its membership throughout the last three years. All parents are encouraged to become members. All funds generated from membership fees and school fundraisers returns to students/classrooms. Parents can contact our School Counselor or PTA President to get information on becoming a PTA Member.

Parents are encouraged to volunteer in classrooms and at school events throughout the year.

Parents are also encouraged to become a part of our School Site Council (SSC). The School Site Council (SSC) is comprised of five parents and five staff members. Nomination and voting occur during September/October of every school year. Our parent group is representative of our population and spans grade-level interests as well. All parents are welcomed to attend SSC meetings.

Our ELAC is a strong group on campus, at the district office level, and within the community. This group, which meets monthly, focuses on the needs of our English Learners and works to inform and educate parents regarding how we are meeting students' needs.

Sierra Linda also provides parents the opportunity to come to "Coffee With the Principal", "Coffee with the Outreach Specialist and Counselor" and Family STEAM Nights. During these meetings, the topics vary based on the interests of the parents from year to year.

Staff will present workshops on various topics such as behavior management and strategies families can use to work with their children in Reading and Math. The parents will serve as a resource to each other and be introduced to district and county resources.

Parents and community members may contact the school office for more information on all meetings. Agendas for all meetings are posted on the information board next to the school's main office. All information on meetings will be sent via Parent Square

2023-24 Opportunities for Parental Involvement

messages, and ClassDojo, and posted on the school website and marquee.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	573	549	186	33.9
Female	262	251	78	31.1
Male	311	298	108	36.2
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	1	1	1	100.0
Asian	3	3	1	33.3
Black or African American	8	8	4	50.0
Filipino	8	8	0	0.0
Hispanic or Latino	526	503	169	33.6
Native Hawaiian or Pacific Islander	1	1	0	0.0
Two or More Races	7	7	1	14.3
White	19	18	10	55.6
English Learners	294	288	81	28.1
Foster Youth	3	3	3	100.0
Homeless	47	42	20	47.6
Socioeconomically Disadvantaged	524	505	173	34.3
Students Receiving Migrant Education Services	13	13	2	15.4
Students with Disabilities	145	139	51	36.7

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.16	1.20	1.92	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	1.92	0
Female	0.76	0
Male	2.89	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	2.09	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	2.72	0
Foster Youth	0	0
Homeless	2.13	0
Socioeconomically Disadvantaged	2.1	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	3.45	0

2023-24 School Safety Plan

The safety of students and staff is a priority at Sierra Linda Elementary. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus supervisors, teachers, the administration, support staff, and parents. All visitors to the campus must sign in at the office and wear a visitor's pass at all times while on campus and sign out upon leaving.

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the Safety Committee, comprised of classified staff, teachers, and the principal. The Safety Plan is updated annually in the fall. All revisions and updates are reviewed with the staff and presented during ELAC, SSC, and Coffee with the Principal meetings. Key elements of the Safety Plan focus on the visitor policy, ingress and egress, emergency materials, and evacuation procedures.

The school is always in compliance with the laws, rules, and regulations pertaining to hazardous materials and state

2023-24 School Safety Plan

earthquake standards. Safety drills are held on a regular basis. For example, fire drills are held monthly, earthquake drills are held at least twice a year, and campus security drills are held at least three times a year. We will continue to work with our district office and School Resource Officer to ensure all rules and procedures are up to date.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	20	1	4	
1	23		4	
2	22		4	
3	19	4		
4	31		3	
5	29		3	
Other	11	3		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	21	1	4	
1	21	1	3	
2	22	1	3	
3	20	2	2	
4	34			1
5	30		3	
Other	11	2		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	21	2	4	0
1	23	0	3	0
2	18	4	0	0
3	23	0	4	0
4	20	1	3	0
5	29	0	2	0
6	0	0	0	0
Other	12	4	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	523

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1.5
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$3,905.37	\$108.98	\$3,796.40	\$95,651.86
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	-0.6	11.0
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-53.8	9.2

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social

Professional Development

development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

Juan Lagunas Soria School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Juan Lagunas Soria School
Street	3101 Dunkirk Drive
City, State, Zip	Oxnard, CA 93035
Phone Number	(805) 385-1584
Principal	Amanda Kemp
Email Address	akemp@oxnardsd.org
School Website	www.oxnardsd.org/juansoria
County-District-School (CDS) Code	56725380119412

2023-24 District Contact Information

District Name	Oxnard School District
Phone Number	(805) 385-1501
Superintendent	Dr. Ana DeGenna
Email Address	adegenna@oxnardsd.org
District Website	http://www.oxnardsd.org

2023-24 School Description and Mission Statement

School's Vision: Providing a happy, caring and stimulating environment through academics and the integration of Technology, Arts and Language (Te.A.L.) where children will believe in exceeding their potential.

School's Mission: Educate and prepare confident students to become college and career ready in an ever changing global society.

Juan Lagunas Soria School is committed to providing the best educational program possible for our students in grades Kindergarten through 8th. The quality of our instructional program is a reflection of our highly committed staff. We are dedicated to ensuring Juan Lagunas Soria School is a welcoming, stimulating environment where students are actively involved in their education, emphasizing both academic and social/emotional learning. Through the shared vision of our staff, parents, and community, our students are challenged to reach their maximum potential. Our academic focus has centered on building strong foundations in reading, writing, and mathematics, as well as biliteracy through our Dual Language Immersion program in English and Spanish. Throughout the school year, Juan Lagunas Soria School will emphasize building rigor across all grade levels and all core content areas while scaffolding instruction to strengthen students' skills on grade-level standards. At Soria, we strive to ensure a clean, safe and positive environment while fostering the ability for every child to grow socially, emotionally and academically. Through high academic standards, enrichment opportunities, individualized instruction and technology enhancements, Soria provides an opportunity for students to become college and career ready in an ever changing global society. At our core is a climate of respect and collaboration where parents, teachers, staff, and administration work in collaboration to develop, implement, and sustain a high quality of education for all students.

Soria's diverse student population includes English Learners, Foster Youth, Migrant, GATE, Socioeconomically Disadvantaged and Special Education Students. In our commitment to effectively address all student needs, a comprehensive program has been developed in which individualized attention is placed on the various academic, social and emotional needs of our students. Our program incorporates a Multi-Tier System of Support (MTSS) combined with a Positive Behavior Intervention and Supports (PBIS) program facilitating targeted interventions, enrichment activities, and social-emotional supports for identified students.

The school's Biliteracy Program highlights our high regard for diversity and multiculturalism. The design of the program immerses students in Spanish Language with the ultimate goal of having students reach high levels of academic proficiency and biliteracy in both English and Spanish. A high priority has been placed on providing all of our students and staff 21st

2023-24 School Description and Mission Statement

century tools and resources to facilitate student-centered learning opportunities focused on real life problem solving applications. Since its inception in 2009, Juan Lagunas Soria School has become a quality educational institution where families are valued and students are challenged to exceed their fullest potential.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	92
Grade 1	94
Grade 2	94
Grade 3	94
Grade 4	97
Grade 5	101
Grade 6	113
Grade 7	129
Grade 8	106
Total Enrollment	920

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	49.6%
Male	50.4%
Asian	1.3%
Black or African American	0.7%
Filipino	1.3%
Hispanic or Latino	91.5%
Native Hawaiian or Pacific Islander	0.1%
Two or More Races	1.5%
White	3.6%
English Learners	33.3%
Foster Youth	0.1%
Homeless	5.5%
Migrant	0.4%
Socioeconomically Disadvantaged	71.6%
Students with Disabilities	12.6%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	38.90	94.08	648.30	89.63	228366.10	83.12
Intern Credential Holders Properly Assigned	0.90	2.39	8.60	1.19	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	4.20	0.59	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.20	0.60	23.00	3.18	12115.80	4.41
Unknown	1.20	2.90	39.00	5.40	18854.30	6.86
Total Teaching Positions	41.30	100.00	723.30	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	40.50	96.43	639.40	88.51	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	7.60	1.05	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	29.10	4.03	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.80	1.98	7.30	1.01	11953.10	4.28
Unknown	0.60	1.57	38.90	5.39	15831.90	5.67
Total Teaching Positions	42.00	100.00	722.40	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.20	0.80
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.20	0.80

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 4, 2023 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

Year and month in which the data were collected October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own
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		Adoption ?	Assigned Copy
Reading/Language Arts	McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017 Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015	Yes	0
Mathematics	McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015	Yes	0
Science	Imagine Learning, Twig Science for grades K-5, adopted 2022 McGraw-Hill, Inspire for grades 6-8, adopted 2020	Yes	0
History-Social Science	Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 Cengage, National Geographic Learning for grades 6-8, adopted 2019	Yes	0
Foreign Language	McDougal Litell 2011	Yes	0

School Facility Conditions and Planned Improvements

Soria School, completed in August of 2010, consists of 36 classrooms, library, multi-purpose room, administration offices, staff lounge, kitchen, workroom, boys and girls locker rooms, kindergarten playground and a main playground. The most recent inspections resulted in a “Good” to “Good” rating in all areas.

Year and month of the most recent FIT report

8/10/2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			Girls Locker Room: AC not working.
Interior: Interior Surfaces	X			Boys Locker Room: Hole in wall. Door lock broken. CLASSROOM # 405: Missing 2 blinds.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			CLASSROOM # 405: Missing 2 blinds.
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			CLASSROOM # 425: Faucet has low pressure. ROOM # 203: Sink has low pressure.
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External:	X			Boys Locker Room: Hole in wall. Door lock broken.

School Facility Conditions and Planned Improvements

Playground/School Grounds, Windows/
Doors/Gates/Fences

CLASSROOM # 340: Broken window
CLASSROOM # 343: Broken window
CLASSROOM # 405: Missing 2 blinds.

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	48	47	28	29	47	46
Mathematics (grades 3-8 and 11)	23	27	15	18	33	34

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	639	604	94.52	5.48	46.85
Female	313	289	92.33	7.67	48.79
Male	326	315	96.63	3.37	45.08
American Indian or Alaska Native	0	0	0	0	0
Asian	11	11	100.00	0.00	90.91
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	580	546	94.14	5.86	44.51
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	25	24	96.00	4.00	66.67
English Learners	129	126	97.67	2.33	16.67
Foster Youth	--	--	--	--	--
Homeless	38	38	100.00	0.00	31.58
Military	0	0	0	0	0
Socioeconomically Disadvantaged	464	442	95.26	4.74	41.63
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	73	62	84.93	15.07	11.29

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	639	602	94.21	5.79	26.58
Female	313	289	92.33	7.67	24.22
Male	326	313	96.01	3.99	28.75
American Indian or Alaska Native	0	0	0	0	0
Asian	11	11	100.00	0.00	63.64
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	580	544	93.79	6.21	24.63
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	25	24	96.00	4.00	41.67
English Learners	129	125	96.90	3.10	6.40
Foster Youth	--	--	--	--	--
Homeless	38	37	97.37	2.63	13.51
Military	0	0	0	0	0
Socioeconomically Disadvantaged	464	441	95.04	4.96	23.13
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	73	63	86.30	13.70	3.17

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	23.86	20.10	12.36	14.44	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	208	194	93.27	6.73	20.10
Female	109	97	88.99	11.01	16.49
Male	99	97	97.98	2.02	23.71
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	187	174	93.05	6.95	19.54
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	43	42	97.67	2.33	2.38
Foster Youth	0	0	0	0	0
Homeless	11	11	100.00	0.00	18.18
Military	0	0	0	0	0
Socioeconomically Disadvantaged	154	144	93.51	6.49	17.36
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	17	16	94.12	5.88	6.25

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	100%	100%	100%	100%	100%
Grade 7	99%	98%	98%	97%	98%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

In order for students to achieve their fullest potential, we fully understand that parent and family engagement plays a critical role in ensuring students' educational success. Our English Learner Advisory Committee (ELAC), Parent Teacher Association (PTA), and School Site Council (SSC), in coordination with our Outreach Coordinator, offer opportunities and encourage parents to become active participants in their children's schooling through a variety of engaging and meaningful educational experiences.

The school's Parent and Family Engagement Policy provides clear guidelines for parents to serve as volunteers in the classroom and school activities. Our Back to School Night, Parent Nights, Athletics program, and PTA-sponsored social events further support and foster parental engagement. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child and their child's teacher to review achievement data and identify strategies for improving student success. Parents will also be encouraged to attend Student Success Team meetings if their child has been identified as needing additional support to meet grade-level standards or is exhibiting significant needs in social, emotional, and/or behavioral areas. Parent training and educational workshops are coordinated and provided by the school's Outreach Coordinator and Counselor to improve parents' ability to support their children's learning. These opportunities focus on parenting classes, parent engagement and advocacy, bullying, A through G requirements, and how to support students' academics and social-emotional needs.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	940	932	215	23.1
Female	469	463	99	21.4
Male	471	469	116	24.7
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	12	12	1	8.3
Black or African American	7	6	1	16.7
Filipino	12	12	2	16.7
Hispanic or Latino	861	854	197	23.1
Native Hawaiian or Pacific Islander	1	1	1	100.0
Two or More Races	14	14	3	21.4
White	33	33	10	30.3
English Learners	320	316	72	22.8
Foster Youth	2	2	0	0.0
Homeless	56	55	14	25.5
Socioeconomically Disadvantaged	683	679	158	23.3
Students Receiving Migrant Education Services	4	4	0	0.0
Students with Disabilities	131	130	47	36.2

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.31	3.18	5.00	0.10	4.75	4.91	0.20	3.17	3.60
Expulsions	0.00	0.11	0.21	0.00	0.01	0.02	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	5	0.21
Female	3.2	0.21
Male	6.79	0.21
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	5.23	0.23
Native Hawaiian or Pacific Islander	0	0
Two or More Races	7.14	0
White	3.03	0
English Learners	5.63	0.31
Foster Youth	0	0
Homeless	10.71	0
Socioeconomically Disadvantaged	5.56	0.29
Students Receiving Migrant Education Services	0	0
Students with Disabilities	6.11	0

2023-24 School Safety Plan

School and student safety are a top priority at Juan Lagunas Soria School. To safeguard the well-being of all students and staff, the School Site Safety Committee led by the Assistant Principal develops and monitors the Comprehensive School Safety Plan (CSSP) on an annual basis in January. All revisions and updates are reviewed with all school personnel throughout the school year so that all school staff is informed of all school safety systems and practices, including emergency disaster procedures, student supervision, and student discipline. Key elements of the Comprehensive School Safety Plan also include the visitor policy, emergency materials, and evacuation procedures. The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills, including fire, earthquake, and lockdown drills, are held regularly throughout the school year.

Juan Lagunas Soria School is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours. Staff continuously monitor the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures. Students must stay on campus from the time of arrival in the morning, during lunch, and after school while waiting for pick up or the bus. All visitors (including parents) are asked to sign-in and pick up a visitor's badge in the front office before entering campus. This includes parents/guardians when dropping off or picking up students. Visitors without a proper badge will be re-directed to the front office to adhere to check-in procedures.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24		4	
1	24		4	
2	23		4	
3	25		4	
4	28		4	
5	32		3	
6	31	1	13	5

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23		4	
1	23		4	
2	24		4	
3	23		4	
4	26	1	3	
5	27	1	3	
6	30	2	22	6

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23	0	4	0
1	24	0	4	0
2	24	0	4	0
3	24	0	4	0
4	24	1	3	0
5	25	1	3	0
6	26	3	19	1
Other	0	0	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	920

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	1.5
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$4,062.12	\$99.76	\$3,962.35	\$151,861.00
District	N/A	N/A	\$3,817.83	\$91,525
Percent Difference - School Site and District	N/A	N/A	3.7	55.7
State	N/A	N/A	\$7,607	\$89,574
Percent Difference - School Site and State	N/A	N/A	-49.9	54.0

Fiscal Year 2022-23 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$53,004	\$54,215
Mid-Range Teacher Salary	\$87,820	\$86,843
Highest Teacher Salary	\$112,721	\$111,440
Average Principal Salary (Elementary)	\$122,282	\$140,851
Average Principal Salary (Middle)	\$139,865	\$147,065
Average Principal Salary (High)	\$0	\$142,189
Superintendent Salary	\$244,400	\$252,466
Percent of Budget for Teacher Salaries	30.76%	33.16%
Percent of Budget for Administrative Salaries	4.04%	5.15%

Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past 3 school years (2023-24, 2022-23, 2021-22), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. In 2023-24 and 2022-23, 3 of the 5 days were before the start of school year and 2 were during the school year. In 2021-22, 4 of the days were before the start of school and 1 was during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	1	2	2

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of December 29, 2023 was 13,429. This is 744 less than the same time last year.

FISCAL IMPACT:

N/A

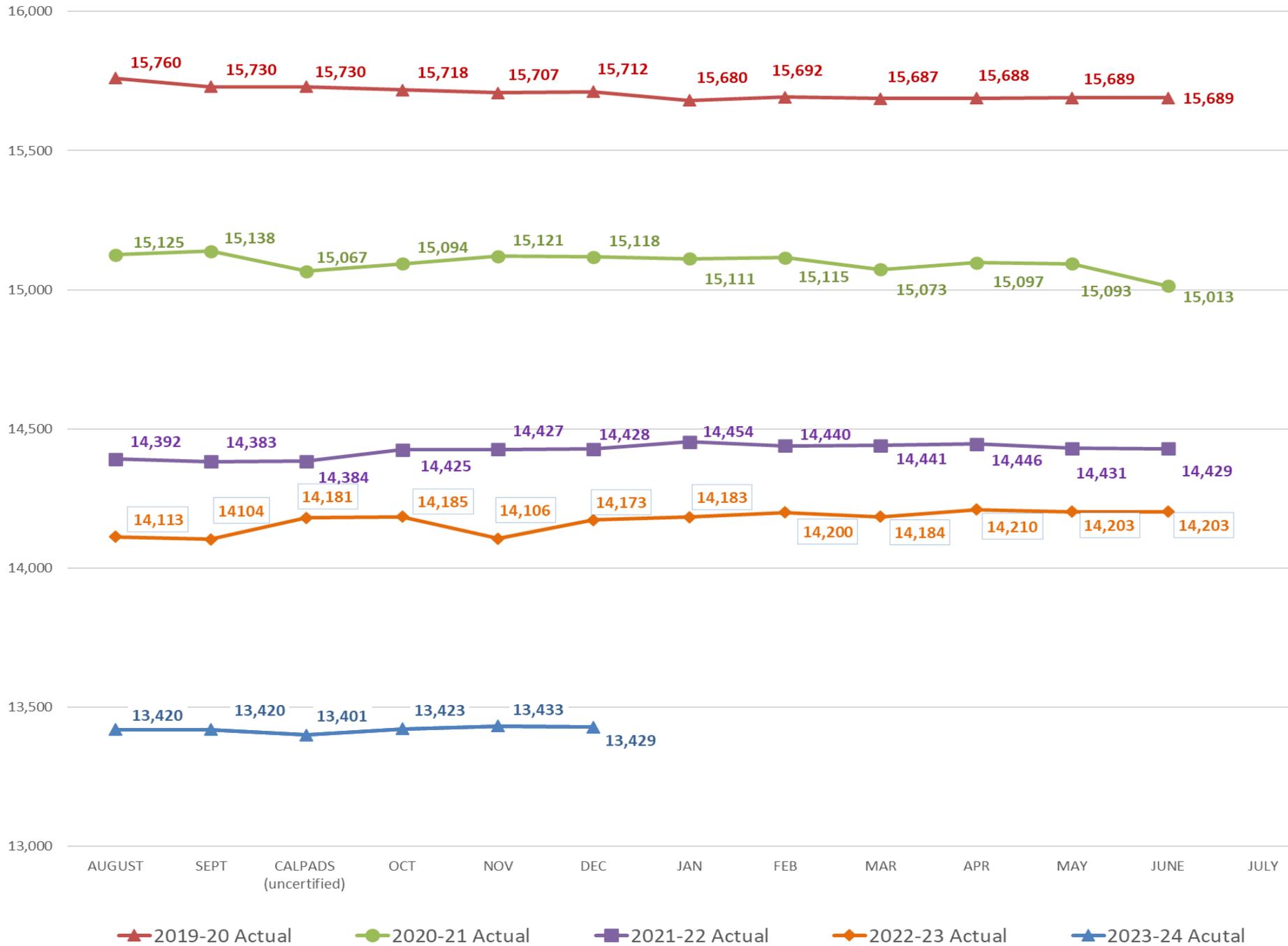
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Consent Agenda

Approval and Adoption of the December 2023 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Mitchell/CFW)

At the December 13, 2023 regularly scheduled board meeting, the Board received the December 2023 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program (Program) and received a detailed presentation by CFW.

The December 2023 Report provides the 22nd Semi-Annual Update to the Enhanced Master Construct 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 June 2023 six-month update (adopted by the Board in August 2023) and the time of this document’s publishing in December 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 Enhanced Master Construct 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. Approximately \$282.7 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 \$38.6 million is recommended. The total integrated budget includes \$321.3 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, in consultation with CFW, that the Board accept and adopt the December 2023 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and the Board directs staff and CFW to proceed with the adjustments to the Program for immediate implementation.

ADDITIONAL MATERIALS:

Attached: [Oxnard SD - FINAL December 2023 Implementation Plan Update.pdf](#)



December 2023



Semi-Annual Report to the Board of Trustees

OXNARD
SCHOOL
DISTRICT

ENHANCED MASTER CONSTRUCT PROGRAM





Caldwell Flores Winters, Inc.

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

District Administrators

Dr. Ana DeGenna, Interim Superintendent
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 22nd 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 June 2023 six-month update adopted by the Board in August 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 January 2024. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC) with two additional 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 February 2024 pending a final offsite permit from the City of Oxnard. Coordination between the current Rose Avenue reconstruction project and the proposed design of the ECDC project at Rose Avenue is underway. Flewelling Moody was approved by the Board on October 18, 2023 as the architect of record for the Rose ECDC project.

SVA Architects was approved by the Board of Trustees as the Architect of Record on October 4, 2023 for the Fremont project. Viola Inc was approved by the Board of Trustees for Preconstruction Services for Fremont as well. A preliminary schedule has been established with a targeted DSA approval date of December 2024.

ECDC facilities are being constructed at Driffill, Rose Avenue, and Marina West campuses. The new ECDC facility at Driffill started construction in November of 2023 with anticipated completion in October of 2024. Design and planning activities are underway for the ECDC facilities at Rose Avenue and Marina West. The District is also proposing the construction of modular locker rooms at Lemonwood and Marshall K-8 schools to better support the PE program.

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 \$282.7 million is estimated in project costs across all selected school sites for remaining facilities improvements. In addition, a Program Reserve of \$38.6million 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 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 continues to move forward with the implementation of the Strategic Design, Oxnard Empowers, adopted by the Board in December 2022 that aligns all District initiatives with the goal of improving student performance and matriculating students who demonstrate mastery of the skills to be an innovator, problem solver, achiever, collaborator, digital learner, and focused on the future. Oxnard Empowers outlines goals and recommends actions to achieve the goals within five domains to improve student learning and achievement. The District desires to create a more intellectually challenging curriculum and environment 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 task force used the 12 components from Taking Center Stage as a self-assessment tool. Subsequent to the formation of the task force, the District began working with California Education Partners to begin looking at the misalignment of the instructional practices, curriculum and assessments that have led to lack of achievement within the middle school population. 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.

In addition, there has been a greater demand throughout the District for specialized programs. The Special Education program in the District has grown over the last few years. Currently, approximately 20% of the students in the District are in the Special Education program. Classrooms and support program space for children in these programs will require modifications to the educational specifications as outlined in subsequent sections of this report.

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 CURRICULUM AND INSTRUCTION

In December 2022, the District adopted a Strategic Plan titled “Oxnard EMPOWERS” which defines the mission and goals of the District. The strategic goals and recommendations for action fall under five domains:

1.0 Student Academic Engagement and Achievement

2.0 Learning Environment and School Climate

3.0 Guidance and Support to Sites and District Departments

4.0 Family/Community Alliances for Student Success

5.0 Transformational Leadership and Infrastructure

The District outlined actions under each of these domains and is now in the process of prioritizing the actions for implementation. All actions in Strategic Design are taken to improve student achievement and learning and to empower students to become proficient in the seven attributes described in the Student Profile, innovator, problem solver, achiever, global thinker, collaborator, digital learner, and focused on the future. A student must demonstrate proficiency in these seven attributes when matriculating to high school.

One of the District’s actions to accelerate student achievement is to monitor the implementation of eight essential pedagogical principles supporting high intellectual performance for every group of students. Of these eight essential pedagogical principles, engaging students actively in the learning process, amplifying student voice and choice, eliciting high intellectual performances, and creating environments of enrichment that activate and engage students’ multilingual repertoires are priorities for the District. In addition, establishing opportunities for all students to participate in comprehensive and coherent visual/performing arts (VAPA) learning as a part of the core curriculum is another priority. In addition, the District desires for students to develop sufficient technological competency to use technology effectively to learn, create, innovate, and communicate across content areas and disciplines. To achieve this, the District will ensure the consistent use of technology as a tool to support student learning across content areas and ensure the use of technology for high order level of learning that includes research, project-based learning and curriculum-driven projects.

The continued implementation of the District’s Enhanced Master Construct Program falls under domain 2.0 Learning Environments and School Climate of the Strategic Plan. The District desires to transform school campuses into up to date, inviting, aesthetically pleasing, and engaging campuses that by their appearance and design promote school pride among staff, students, and families and communicate clear behavioral expectations for student and staff. The District desires to develop a leadership and

accountability strategy to empower students to keep campuses clean and have them take ownership and responsibility for this.

It is necessary for the classroom environment to be designed to support these educational shifts. Twenty-first Century classrooms that are designed provide the learning environments needed to support instruction and curriculum that provide enrichment opportunities that activate and engage students. These environments provide the technology to support the teacher and students as they learn, create, innovate, and communicate across content areas and disciplines. In addition, students can engage in high order level of learning that includes research, project-based learning and curriculum-driven projects using the technology and 21st Century amenities found in the classrooms. These 21st Century classrooms are designed for Goal 1.3.4 to “promote and support the incorporation of interactive, hands-on, collaborative, and joyful learning that builds student passions interest, and expertise”. The District desires to phase out the use of passive learning approaches and provide environments that actively engage students in their learning.

School libraries support the educational program in the District. Oxnard EMPOWERS calls for school libraries to be inviting and encourage students to seek information and knowledge and share it with others. In the newly built schools, 21st Century libraries have been implemented that include soft seating, movable bookshelves, and maker’s spaces. The District will continue to improve its libraries as it builds new schools and modernizes schools in the future.

The District will continue to develop the academies adopted in 2013 at the middle schools as a part of the Strategic Design. 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 desires for middle school schedules need to be developed to make it possible for all students to take electives. The elective classes require classrooms designed to meet the specific purpose of the elective class. These elective classes are determined based on the Academy at the middle schools.

To strengthen instruction and student engagement, establishing opportunities for all students to participate in comprehensive and coherent visual/performing arts (VAPA) learning as a part of the core curriculum is another priority of the District. Proposition 28 was passed in November 2022 and will provide direct funds to support the VAPA programs. While most of the money will be invested in teachers and equipment, additional facility space will likely be needed for the full implementation of the program at school sites which will require repurposing existing spaces or building new VAPA classrooms.

2.1.1 MIDDLE SCHOOLS

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. Subsequent to the formation of the task force, the District began working with California Education Partners to begin looking at the misalignment of the instructional practices, curriculum and assessments that have led to a lack of student performance at all three middle schools. In addition, Fremont Middle was designated as a program improvement school which required the creation of an improvement plan to be published by November 2023. The Improvement plan will contain an

analysis of the school and recommendations for improvement. The focus of the improvements will likely be in English language arts and math and the creation of Common Core State Standards (CCSS) assessments.

To date, the District has had varying success in developing the academies at the middle schools. Frank is the Academy of Marine Science and Engineering and has developed elective classes in engineering and robotics as well as integrated marine science courses into the science curriculum. Lopez is the Academy of Arts and Sciences. They have developed music programs, piano keyboarding classes, drama and arts programs and integrated the arts into the science program. Fremont continues to explore additional elective classes and programs to fully develop the Academy of Environmental Sciences and Innovative Design. To further develop the academies at each of the sites, elective program offerings for students will need to be increased as well as the integration of the CCSS and NGSS into the curriculum. The goal for the academy elective classes is to engage students in their learning by using 21st Century skills such as problem solving, analyzing problems and solutions, working collaboratively, and communicating effectively.

2.2 SPECIAL EDUCATION PROGRAM

The Special Education program in the District has grown over the past few years. Approximately 20% of the children in the District are on an Individualized Educational Plan (IEP). The increase in students needing specialized instruction has created a greater demand for additional services to be housed at the school sites resulting in the need for additional instructional spaces, administrative offices, and specialized learning environments.

The RSP program typically serves children who are in general education classrooms and come into the RSP program once or twice a day for specialized services usually in reading and math. This is the same with children who require Speech Therapy services; they usually meet with the speech therapist two or three times a week for services although some students may meet with the speech therapist daily. There are two main types of Special Day Classes (SDC): the SDC Mild to Moderate (SDC M/M) program and the SDC Moderate to Severe (SDC M/S). Students in both of these programs receive services within a classroom environment for most of the school day. The classroom environments for these two programs vary depending on the handicapping conditions. For students in the SDC M/M program, the environment is typically a classroom that is similar to their general education peers but with a reduced student capacity assigned to the room. Children in the SDC M/S program may require a classroom with special features depending on the handicapping condition. Some of the programs require a general purpose classroom with fewer students assigned to the room. Other SDC M/S classrooms require a restroom accessible from the classroom with a shower or changing table. Other SDC M/S classrooms require amplification systems if serving the Deaf and Hard of Hearing students.

Additional support spaces are needed for some of the special education programs. An Occupational Therapy (OT) room may be needed. The Occupational Therapy (OT) room is also referred to as a Motor Room and is used to help students with basic motor skills and everyday functionality skills. The room is an open area of at least 480 square feet with the necessary furniture and equipment to provide the mobility

skills training necessary for the students who require these skills. The equipment includes such items as chairs, balance beams, scooter boards, floor mats, and small pieces of equipment such as exercise balls, sensory equipment, and kitchen aides. There is typically a markerboard on the wall for instruction.

Another support space that may be needed for students who are in the therapeutic learning class (TLC) and have severe emotional disturbances is a Therapy Room. This room is also referred to as the De-escalation Room or Calming Room. At times these students need a place to de-escalate their behavior or need a place to calm down. This room is typically a full-size room with a large open space. There are no special amenities such as monitors although the room should have Wi-Fi. This room should have only one entry point. The door hardware should not be a push bar. The room has soft lighting and soft colors on the walls. The furniture is soft seating such as bean bag chairs. It is important that the furniture have no detachable pieces that can be thrown.

In addition to the Special Education classrooms needed, the District desires to have Wellness Rooms at each of the school sites to meet the emotional needs of students. This room is not technically a Special Education room and is a place where students can go when they are feeling overwhelmed or in need of a quiet space or a place to connect with others. There is often one or two counselors or other adult in the room that is available to talk with the students if needed or desired. The room feels quiet and calming when you enter with soft lighting and comfortable soft seating arranged in conversation areas. There are three main areas that are often defined by a throw rug, an area to relax and converse with others, a homework area, and an area to meet with a counselor. There are generally two or three conversation areas in the room. There are two or three tables with chairs that seat six people located throughout the room. These tables and seating are of varying heights. Students can work with other students at these tables or receive help with schoolwork if needed. There are two mobile bookcases that hold materials and supplies. There is generally one desk and chair at which an adult can work. The room is often a former classroom.

The expansion of the Special Education program and desire to have a Wellness Rooms at each school site will require a modification to the Educational Specification for schools. The first school this will impact is Fremont with Lopez to immediately follow.

2.3 EXPANDED TRANSITIONAL KINDERGARTEN (TK)

The District continues to expand the Transitional Kindergarten (TK) program to create 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 District desires that the TK classrooms are placed at each school so that students can matriculate through the grade levels at that school. However, the TK-8 schools have become impacted and need to reduce their overall enrollment to the adopted educational specification of 900 students per site. This requires the District to move TK students to other sites that can accommodate these increases in TK enrollments. The District is looking at leveling the student enrollment at the schools across the District and if is successful, then TK students may be placed at the K-8 schools in the future.

In order to accommodate the demand for TK instruction, the District will need to continue to add 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. Until such time as the District has enough Title 5 compliant classrooms on each school site, the District will continue to cluster the TK students at various school sites throughout the District.

As part of the Enhanced Master Construct Program, 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 also accommodate Title 22 requirements for housing preschool children as part of the design and construction of the Early Childhood Development Centers (ECDC) at Harrington and Lemonwood. At this time, approximately 53 of these classrooms are required to house the current kindergarten enrollment and 19 classes are required to house the TK students for a total of 72 classes. Of the 77 classrooms in the District that meet the Title 5 requirements, some are needed for SDC students as well as the preschool students. For full implementation of the TK program, the District will need approximately 34 additional Title 5 classrooms. Construction will begin in the fall on ten new Title 5 classrooms at Drifill. Of these, four will be used for preschool. In the fall of 2024, the District will have a total of 83 TK, K and SDC severe rooms Title 5 classrooms. Twenty-three additional Title 5 classrooms will be needed for full implementation of the TK program. The District's SDC severe programs will also require the reconfiguration of existing classrooms or the construction of additional classrooms.

Marina West was recently awarded four preschool classrooms, four TK classrooms, and two additional K classrooms in September 2024. These 10 new Title 5 compliant classrooms are in the design phase with the anticipated construction to be completed by fall 2024. A new Early Childhood Development Center (ECDC) is being designed and will be constructed at Rose Avenue. 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 ECDC classrooms. It is anticipated that these classrooms will be ready for classroom use in the fall of 2024. The preschool classrooms will need to meet the licensing requirements to Title 22 standards and obtain licensing prior to operating the programs. The State's 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 that includes 75 square feet per child of outdoor activity area, a shaded rest area, 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. It is anticipated that in the fall of 2025, the District will add twelve new TK/K classrooms to the total inventory of Title 5 compliant classrooms.

2.4 CONSIDERATIONS FOR MOVING FORWARD

As the District continues to move forward with the implementation of the Strategic Design and the alignment of the District programs, a continual review of the adopted facility specification for 21st Century classrooms will be needed. The 21st Century classrooms as designed and built in the District support the instructional shifts that are being required to implement programs that require students to create projects and products to demonstrate their understanding and mastery of the standards as well as provide for active engagement in learning and working collaboratively with others. As elective classes are implemented and the VAPA programs are integrated into the core educational program, facilities may need to be reconfigured or built to meet these needs.

Oxnard EMPOWERS calls for school libraries to be inviting and encourage students to seek and share information. In the newly built schools, 21st Century libraries have been implemented that include soft seating, movable bookshelves and maker's spaces. The District will continue to improve its libraries as it builds new schools and modernizes schools in the future. As schools are modernized over time, 21st Century Library Media Centers will be implemented at the sites.

Fremont Middle School is in design. Two academy rooms are in the design but need to have specific courses and curriculum determined in order to ensure the designs of these rooms meet the educational needs of the program for the Environmental Services and Innovative Design Academy. The specific curriculum taught in these classrooms will inform the design of the new classrooms and the furniture, fixtures and equipment needed for full implementation of the program.

The Board desires to have a Wellness Room at each school site. This room is a place where students can go when they need additional support. Often a counselor is available to meet with students as needed. Additional spaces at each of the school sites will need to be identified for this program.

In addition, the District continues to be 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 through wrap-around services that support the "Whole-Child". The local educational agency and schools work closely with teachers, students, and families in a Community Schools Program. Additional facility space will be needed at the selected sites in which agencies can offer services to families and students at the school site.

The expansion of the Special Education program and desire to have a Wellness Rooms at each school site will require a modification to the Educational Specification for schools. The first school this will impact is Fremont with Lopez to immediately follow. Additional modifications will need to be considered to the TK-5 and TK-8 Educational Specifications to meet the needs of the Special Education programs in the future.

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 and improvement 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 eight new schools, the construction of six schools to date with the completion of the seventh school expected in 2024. In addition, it has led to the construction of two Early Childhood Development Centers (ECDC) with a third in construction, two additional ECDC’s in the design process, the acquisition of two school sites, and the design and approval of McAuliff and Ritchen 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. Brekke, McAuliffe, Ritchen, and Ramona schools are in need of equivalent 21st Century classroom improvements and reconstruction of select support facilities. Design and procurement process for design for these schools shall begin in the first quarter of 2024. 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. Fremont is in the design development phase and Lopez will begin architect selection in 2024. 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 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 November 2023, construction work is nearing completion with the “punch list” being developed by CFW and the design team. The project team is anticipating substantial completion to be achieved in February 2024. Fire alarm & security systems programming is ongoing as well as IT and AV scopes. Offsite utility work is in progress with a pending offsite utility permit from the City of Oxnard with fire line work to commence thereafter. 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.



Rose Avenue Elementary School Construction Progress

3.2.2 FREMONT MIDDLE SCHOOL

The existing facilities are old and by previous Board consideration are proposed to be replaced pursuant to the Program. The reconstruction strategy proposes to 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 six 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. On October 4, 2023, the Oxnard School District Board of Trustees officially approved the architectural services agreement with SVA architects for the Fremont Middle School Reconstruction Project. SVA has presented a project design schedule with final DSA submittal currently scheduled for 7/12/2024. Construction is currently anticipated to begin 3/7/2025 and continue through 10/30/2026.

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. Viola Inc. has been recommended as the Lease Lease-back contractor for preconstruction services to be presented to the Board of Trustees on October 18 for approval. CFW is in the procurement process of all professional services including, CEQA, survey, geotechnical, and hazmat for the project to assist with the preliminary architectural design process. 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.

3.2.3 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM Academy and piano labs, and improves support spaces to comply with the District's vision and specification for 21st Century K-5 classrooms and support school facilities. Upgrading the library into a Media Center is proposed which provides for the inclusion of two 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 design documents were approved by DSA on April 19, 2021. The District must commence construction activities prior to April 19, 2025; otherwise, the District will be required to resubmit the project to the DSA for a updated code compliance review which may result additional DSA requirements and a corresponding increase in project cost. The District has begun the process of developing an interim housing and phasing plan to accommodate construction efforts while attempting to minimize the impact on students and staff to meet this schedule. The project design documents have been approved by DSA, with professional services to be procured in fall 2024 to allow construction to begin in 2025 with the use of local funds. If construction begins prior to the State's review of the District's modernization application, the District will modify its application to seek reimbursement for the project on a 60/40 basis.

3.2.4 RITCHEN ELEMENTARY MODERNIZATION

The Ritchen modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District’s vision and specification for 21st Century K-5 classrooms and student support facilities. The library improvements also provide for the inclusion of 2 breakout rooms. Interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades. The project has received DSA and CDE approval. 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.

The project design documents were approved by DSA on March 25, 2021. The District must commence construction activities prior to March 25, 2025; otherwise, the District will be required to resubmit the project to the DSA for a updated code compliance review which may result additional DSA requirements and a corresponding increase in project cost. The District has begun the process of developing an interim housing and phasing plan to accommodate construction efforts while attempting to minimize the impact on students and staff to meet this schedule. The project design documents have been approved by DSA, with professional services being procured to allow construction to begin June 2024 with the use of local funds. If construction begins prior to the State’s review of the District’s modernization application, the District will modify its application to seek reimbursement for the project on a 60/40 basis.

3.2.5 DRIFILL ECDC

Based on a review of enrollment and existing classrooms, applications for funding were submitted to the State for Drifill 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 project design documents were approved by DSA in August of 2023. Viola Inc. was selected as the lease-lease back contractor, with the Guaranteed Maximum Price (GMP) contract amendment approved at the October 18 Board meeting. Construction began in November 2023.

3.2.6 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 architectural firm has been approved with coordination between the current construction project and this new ECDC project underway. The complex will be designed to accommodate both Title 5 and Title 22 uses in order to provide the District with flexibility as enrollment demands vary over time.

3.2.7 MARINA WEST AVENUE ECDC

A total of 10 Title 5 and Title 22 PS/TK/K classrooms, including 2 K, 4 TK and 4 PS classrooms. The State Allocation Board (SAB) approved the District's grant apportionment on September 27 to construct a total of 10 Title 5 and Title 22 PS/TK/K classrooms, including 2 K, 4 TK and 4 PS classrooms at the Marina West Elementary School site. The total State grant is \$7.65 million which will require a \$3.28 million District match, for a total project cost of \$10.93 million. 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 Architect of Record, Flewelling Moody, was approved by the Board of Trustees on October 18, 2023. The process is like that undertaken for the award, approval and construction of the Driffill ECDC center currently underway.

3.2.9 LEMONWOOD & MARSHALL K-8 LOCKER ROOM PROJECT

During the construction of Lemonwood and Marshall K-8 schools, the District modified the physical education program to be implemented at each of the K-8 schools. It was decided that middle school aged students would dress-out for PE class. This change required a modification to each of these school sites resulting in the adaptation of designed spaces to accommodate changing rooms and storage lockers. The District now desires to provide dedicated modular facilities at each site to better serve the students and PE program. It is proposed that new modular buildings be placed at each site to include changing rooms, storage lockers, supervision areas and PE offices. A total project budget of \$4.0 million is proposed with an initial project completion date of August 2024.

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.

Procurement is anticipated to begin January 2024. 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 the second quarter of 2024.

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. The design process is anticipated to begin the first quarter of 2024.

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. The design process is anticipated to begin the first quarter of 2024.

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 (G.O.) bonds, and estimated developer fees. The District has a history of participating in the State SFP by upfront 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 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 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. Future declines in enrollment will result in a decrease in total grant amounts.

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 are proposed to create an early childhood village at Driffill elementary. The project received both DSA and CDE projects approvals and is currently under construction.

A subsequent application was submitted to the State for ten new classrooms at Marina West for approximately \$7.65 million, requiring a \$2.7 million District match, for ten classrooms (four preschool, four TK, and two kindergarten) to be constructed in order to establish a similar early childhood development center. The District’s application was approved by the OPSC at the September 27 SAB meeting and the District has started the procurement process for the planning and design of the project for submission to the DSA.

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.

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 requesting 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 of 60 percent and may be eligible for Financial Hardship if it meets other program requirements.

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 2023-24 Adopted Budget report projects a beginning balance of approximately \$8.5 million which was further verified as available to the Program of October 31, 2023. For purposes of this report, it is assumed that the District may collect approximately \$3.7 million a year for the period of 2023-24 through 2025-26 for a total of \$11.1 million. In total, approximately \$19.7 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.

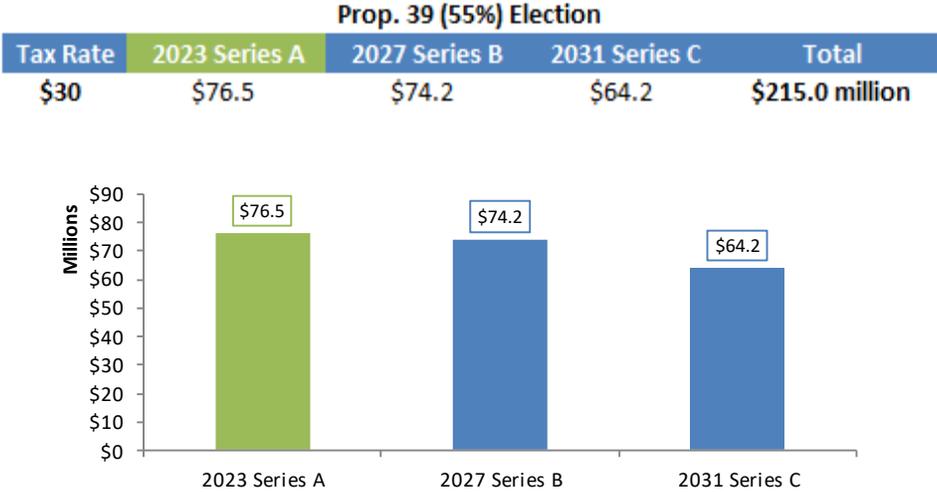
In November 2022, voters in the District approved Measure I and authorized the sale of \$215 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing the remaining bond authorization. In March 2023, the 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

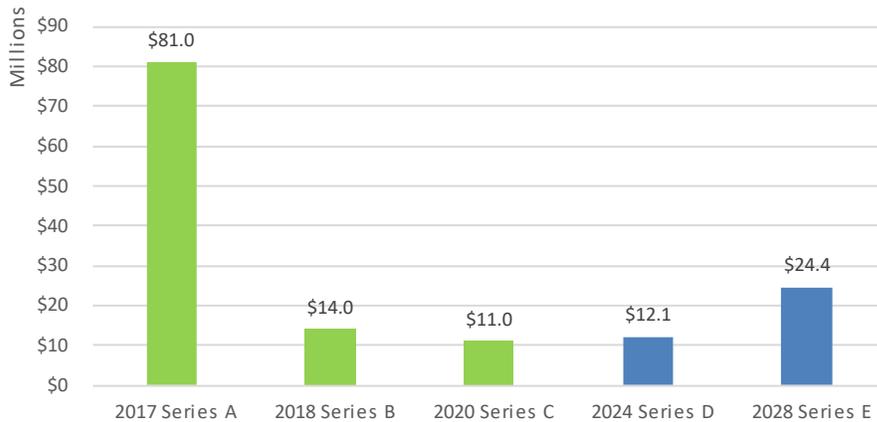
Assuming that the District’s assessed valuation continues to grow as presented in Exhibit B at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District 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), a third in construction, two additional ECDC’s in design, the acquisition of 2 school sites, and the design and approval of five 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 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 June 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 \$50 million in estimated State Aid modernization and TK/K grants may be garnered over time including approximately \$6.9 million in estimated modernization grants at McAuliffe and Ritchen, \$14.6 million in the State’s Kinder program grants for Driffill and Marina West, and \$28.6 million in estimated modernization eligibility at Curren, Lopez, Brekke, Frank, Ramona, Chavez, Kamala, and Marshall over time. Per the District’s 2023-24 Adopted Budget report, approximately \$8.55 million may be available from developer fees as of July 1, 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 \$282.7 million is estimated in total anticipated costs. A Program Reserve of \$38.6 million is recommended providing a grand total integrated budget of \$321.3 million in remaining estimated project improvements to be funded over the proposed remaining phases.

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	\$0	\$0	\$0	\$0	\$0
Est. Modernization (60%/40%)	\$0	\$6,861,965	\$5,182,788	\$23,395,174	\$35,439,927	\$35,439,927
Driffill PS/TK/K Grant	\$0	\$6,915,318	\$0	\$0	\$6,915,318	\$6,915,318
Marina West PS/TK/K Grant	\$0	\$7,652,418	\$0	\$0	\$7,652,418	\$7,652,418
Subtotal	\$0	\$21,429,701	\$5,182,788	\$23,395,174	\$50,007,663	\$50,007,663
Additional Developer Fees						
10/31/23 Balance	\$0	\$8,555,055	\$0	\$0	\$8,555,055	\$8,555,055
Est. Developer Fee Collections	\$0	\$11,100,000	\$0	\$0	\$11,100,000	\$11,100,000
Subtotal	\$0	\$19,655,055	\$0	\$0	\$19,655,055	\$19,655,055
Total Sources	\$265,321,079	\$129,913,525	\$103,782,788	\$87,595,174	\$321,291,487	\$586,612,566

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	\$2,000,000			\$2,000,000	\$43,990,714
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	\$2,000,000		\$5,376,218	\$7,376,218	\$20,395,624
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		\$9,879,025			\$9,879,025	\$9,879,025
ECDC at Rose Avenue		\$4,929,979			\$4,929,979	\$4,929,979
ECDC at Marina West		\$10,932,026				
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	\$117,257,369	\$88,568,843	\$76,902,667	\$282,728,879	\$548,049,958
Program Reserve	\$0	\$12,656,156	\$15,213,945	\$10,692,507	\$38,562,608	\$38,562,608
Total Uses	\$265,321,079	\$129,913,525	\$103,782,788	\$87,595,174	\$321,291,487	\$586,612,566

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 June 2023 Semi-Annual Report, the total budget was approximately \$337.5 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 – September 30, 2023, totaling approximately \$246.1 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 June 2023 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 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 September 30, 2023, the District disclosed expenditures of approximately \$36.2 million for additional facilities improvements not identified in the Master Construct Program. Of the total, \$15.4 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District’s prior Measure M bond program. Expenditure reports related to the current bond programs are made available for review by the Citizens’ Oversight Committees and expenditures are audited annually for the Board’s review.

Table 8: Estimated Expenditures to Date for Projects Under Implementation

Project	Adopted Budget	Fiscal Year Expenditures													Total
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24 ¹			
Acquire Site New Elem K-5	\$7,767,119	\$7,669,851	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,767,119
Doris/Patterson Acquire Land	\$9,199,275	\$0	\$0	\$0	\$75,044	\$205,921	\$8,906,123	\$12,186	\$0	\$0	\$0	\$0	\$0	\$0	\$9,199,275
Doris/Patterson LAFCO Planning	\$557,358	\$0	\$14,625	\$37,345	\$29,551	\$143,778	\$254,516	\$14,492	\$7,518	\$2,730	\$2,802	\$0	\$6,037	\$513,396	
Design & Reconstruct Harrington Elem K-5	\$23,776,013	\$145,778	\$1,493,468	\$12,213,321	\$9,696,534	\$224,482	\$2,431	\$0	\$0	\$0	\$0	\$0	\$0	\$23,776,013	
Design & Reconstruct Lemonwood Elem K-8	\$41,990,714	\$143,601	\$853,523	\$1,448,320	\$1,743,844	\$15,507,309	\$14,838,960	\$6,968,618	\$388,855	\$82,327	\$15,359	\$38,154	\$0	\$42,028,868	
Design & Reconstruct Elm Elem K-5	\$32,878,847	\$0	\$371,370	\$1,190,499	\$339,884	\$3,322,667	\$13,223,004	\$13,246,832	\$1,164,669	\$19,923	\$0	\$0	\$0	\$32,878,847	
Design & Construct Seabridge K-5	\$3,019,331	\$0	\$0	\$0	\$0	\$149,354	\$1,758,821	\$432,230	\$377,275	\$301,651	\$0	\$0	\$0	\$3,019,331	
Design & Reconstruct McKinna K-5	\$36,191,904	\$0	\$0	\$0	\$0	\$665,360	\$1,890,610	\$16,647,525	\$14,958,735	\$1,928,504	\$101,171	\$0	\$0	\$36,191,904	
Design & Reconstruct Rose Avenue K-5	\$51,071,913	\$0	\$0	\$0	\$0	\$56,208	\$1,101,475	\$907,133	(\$12,288)	\$339,496	\$14,048,528	\$22,435,994	\$1,107,594	\$39,984,140	
Design & Reconstruct Marina West K-5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Design & Construct Doris/Patterson K-5	\$492,786	\$0	\$0	\$0	\$421,184	\$0	\$0	\$71,602	\$0	\$0	\$0	\$0	\$0	\$492,786	
Design & Construct Doris/Patterson 6-8	\$278,057	\$0	\$0	\$0	\$0	\$0	\$0	\$278,057	\$0	\$0	\$0	\$0	\$0	\$278,057	
Design & Improve K-5 Kindergarten Facilities														\$0	
Ritchen	\$552,588	\$14,815	\$70,444	\$350,437	\$116,773	\$119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$552,588	
Brekke	\$275,097	\$11,699	\$57,322	\$199,450	\$6,513	\$112	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,097	
McAuliffe	\$321,487	\$11,331	\$86,709	\$214,442	\$8,898	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$321,487	
Driffill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,773	
Total K-5 Kindergarten Facilities	\$1,500,945	\$89,180	\$271,185	\$1,007,240	\$132,184	\$1,155	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,945	
Design & Construct Science Labs/Academies															
Chavez	\$649,121	\$17,481	\$168,665	\$443,521	\$19,273	\$182	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$649,121	
Curren	\$598,603	\$16,815	\$118,588	\$445,540	\$17,485	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$598,603	
Kamala	\$619,816	\$17,230	\$155,224	\$428,876	\$18,299	\$186	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$619,816	
Dr. Lopez Academy of Arts & Sciences	\$1,079,278	\$63,562	\$300,654	\$664,564	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,079,278	
Fremont	\$1,901,281	\$85,016	\$510,634	\$1,209,204	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,901,281	
Total Science Labs/Academies	\$4,848,099	\$200,104	\$1,253,766	\$3,191,705	\$91,576	\$109,948	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,848,099	
Project 1 Remaining Adjustment	\$0													\$0	
Kindergarten Flex Classrooms															
Brekke	\$1,909,465	\$0	\$0	\$0	\$0	\$0	\$920,944	\$988,521	\$0	\$0	\$0	\$0	\$0	\$1,909,465	
McAuliffe	\$2,472,793	\$0	\$0	\$0	\$0	\$0	\$752,619	\$1,706,119	\$14,054	\$0	\$0	\$0	\$0	\$2,472,793	
Ramona	\$2,192,490	\$0	\$0	\$0	\$0	\$0	\$149,233	\$1,898,328	\$144,929	\$0	\$0	\$0	\$0	\$2,192,490	
Ritchen	\$2,597,633	\$0	\$0	\$0	\$0	\$0	\$720,196	\$1,699,266	\$178,170	\$0	\$0	\$0	\$0	\$2,597,633	
Total Kindergarten Flex Classrooms	\$9,172,380	\$0	\$0	\$0	\$0	\$0	\$2,542,992	\$6,292,234	\$337,154	\$0	\$0	\$0	\$0	\$9,172,380	
Kindergarten Annex Improvements															
Harrington	\$3,215,039	\$0	\$0	\$28,210	\$111,846	\$62,878	\$1,827,579	\$1,177,574	\$6,952	\$0	\$0	\$0	\$0	\$3,215,039	
Lemonwood	\$3,571,599	\$0	\$0	\$22,554	\$31,791	\$34,636	\$28,156	\$167,567	\$3,123,055	\$126,417	\$37,424	\$69,596	\$0	\$3,641,195	
Total Kindergarten Annex Improvements	\$6,786,638	\$0	\$0	\$50,764	\$143,637	\$97,514	\$1,855,735	\$1,345,141	\$3,130,007	\$126,417	\$37,424	\$69,596	\$0	\$6,856,234	
Marshall K-8 12 Classroom Addition	\$13,019,406	\$0	\$0	\$82,332	\$556,774	\$175,245	\$4,059,139	\$5,350,111	\$2,771,500	\$24,306	\$0	\$0	\$0	\$13,019,406	
Planning related to MPRs for P/P K-8 Schools	\$166,253	\$0	\$0	\$0	\$204,698	(\$36,006)	(\$2,439)	\$0	\$0	\$0	\$0	\$0	\$0	\$166,253	
Driffill MPR	\$78,099	\$0	\$0	\$0	\$0	\$0	\$0	\$78,099	\$0	\$0	\$0	\$0	\$0	\$78,099	
Technology Phase 1	\$12,184,723	\$1,293,151	\$7,531,055	\$2,170,169	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,184,723	
Technology Phase 2	\$49,775	\$0	\$0	\$0	\$0	\$63,465	\$187,239	\$16,213	(\$127,279)	(\$89,863)	\$0	\$0	\$0	\$49,775	
Driffill Construct Kindergarten Classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
McAuliffe 21st Century Modernization	\$450,394	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230,585	\$208,558	\$9,492	\$0	\$1,759	\$450,394	
Ritchen 21st Century Modernization	\$445,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232,088	\$202,543	\$9,398	\$0	\$1,731	\$445,760	
Design & Reconstruct Fremont Middle	\$65,758,461	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$580,261	\$165,660	\$745,921	
Driffill ECDC	\$10,001,526	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$252,776	\$37,794	\$290,570	
Rose ECDC	\$4,929,979	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474	
Program Reserve	\$772,147														
TOTAL	\$337,538,377	\$9,691,666	\$11,823,625	\$21,391,694	\$13,751,259	\$21,623,508	\$50,620,180	\$51,659,899	\$23,458,818	\$3,146,592	\$14,224,173	\$23,376,781	\$1,320,576	\$246,088,770	

Notes:

1. Fiscal Year 2023-24 expenditures are as of September 30, 2023
2. Budgets have been adjusted per the June 2023 Master Construct and Implementation Program approved by Board
3. Figures presented above are unaudited
4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds

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 could be retained 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, if required.

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 ECDC facilities at Driffill, Rose, and Marina West. Design activities are proposed to be implemented for the reconstruction of Dr. Lopez 6-8 school. Locker room projects at Lemonwood and Marshall K-8 schools are also proposed to be completed in this phase. 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 FY2025-26.

Table 8: Phase 3 (FY2022-23 – FY2025-26) 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	\$9,879,025
ECDC at Rose Avenue	\$4,929,979
ECDC at Marina West	\$10,932,026
Lemonwood K-8 Locker Room	\$2,000,000
Lemonwood K-8 Locker Room	\$2,000,000
Land Acquisition COP Lease Payments	\$2,062,500
Total	\$117,257,369
Program Reserve	\$12,656,156
Total Uses	\$129,913,525

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 9: 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 10: 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 \$160.3 million.

Table 11: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Construct:			
Rose Avenue	Jan-2017	Feb-2024	\$51,071,913
Fremont 6-8	Dec-2022	Nov-2025	\$65,758,461
Driffill ECDC	Nov-2022	Oct-2024	\$9,879,025
Rose Avenue ECDC	Sep-2023	Aug-2025	\$4,929,979
Marina West ECDC	Oct-2023	Sep-2025	\$10,932,026
Lemonwood Locker Room	Dec-2023	Aug-2024	\$2,000,000
Marshall Locker Room	Dec-2023	Aug-2024	\$2,000,000
Ritchen Modernization	Jan-2024	Dec-2024	\$5,478,414
Planning/Design:			
Dr. Lopez 6-8	May-2024	Apr-2025	\$8,258,770
Total			\$160,308,588

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 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
2-Aug-23	C.13	Approval of Agreement #23-72 with Rincon Consultants, Inc. for Phase II Environmental Assessment Services for the new ECDC Facilities at Driffill School	Board of Trustees approve Agreement #23-72 with Rincon Consultants, Inc. to provide related Phase II Environmental Site Assessment Services for the new ECDC facilities at Driffill, in the amount not to exceed \$10,100.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances	Approved
23-Aug-23	C.3	Approval and Adoption of the June 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Board of Trustees accept and adopt the June 2023 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and direct staff and CFW to proceed with the adjustments to the Program for immediate implementation, as presented	Approved
23-Aug-23	C.12	Approval of Agreement #23-98 with C Below Inc. for Underground Utility Investigation Services for the new ECDC Facilities at Driffill School	Board of Trustees approve Agreement #23-98 with C Below Inc., for the performance of an underground survey to locate and identify all underground utilities at the ECDC Facilities at Driffill School, August 24, 2023 - August 23, 2024, in the amount of \$8,430.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances	Approved
23-Aug-23	C.13	Approval of Agreement #23-99 with Construction Testing & Engineering South Inc. DBA/Universal Engineering Sciences (UES) for Lab of Record Special Testing & Inspection Services for the New ECDC Facilities at Driffill School	Board of Trustees approve Agreement #23-99 with UES for Lab of Record Special Testing and Inspection Services for the new ECDC facilities at Driffill, in the amount of \$28,645.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances	Approved
23-Aug-23	C.14	Approval of Agreement #23-100 for Inspector of Record (IOR) Services with Kenco Construction Services, Inc., for the New ECDC Facilities at Driffill	Board of Trustees approve Agreement #23-100 with Kenco Construction Services, Inc., for Inspector of Record (IOR) Services for the new ECDC facilities at Driffill, in the amount of \$158,760.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances	Approved
13-Sep-23	A.4	Design Proposal Presentations by Architectural Firms for Fremont Middle School	The Board will receive two design proposal presentations from the finalist firms for the architectural design of the Fremont Middle School Reconstruction Project	Information
20-Sep-23	D.1	Selection of Architect of Record to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project	Board of Trustees select an Architect of Record from the two finalist firms to provide architectural engineering services for the Fremont Middle School Reconstruction Project and direct District staff to enter contract negotiations with the selected firm	Action

4-Oct-23	C.11	Approval of Agreement #23-152 with SVA Architects to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project	Board of Trustees approve Agreement #23-152 with SVA Architects as the Architect of Record for the Fremont Middle School Reconstruction Project, in the amount of \$2,598,000.00, to be funded by the Master Construct & Implementation Funds	Approved
18-Oct-23	C.5	Approval of Deductive Change Order from Enviroplex for the Purchase of Modular Buildings for Drifill ECDC project	Board to approve deductive change order with Enviroplex in the amount of (-\$802,780.00)	Approved
18-Oct-23	C.10	Approval of an Amendment #001 to Construction Services Agreement #22-238 and Guaranteed Maximum Price (GMP), Site Lease Agreement #23-167, and Sublease Agreement #23-168 with Viola Inc. for the Drifill Elementary ECDC Project	Board to approve GMP according to amendment #001 to Construction Services Agreement, approve Site Lease Agreement and Sublease Agreement, in the amount of \$3,462,000.00	Approved
18-Oct-23	C.15	Approval of Construction Services Agreement #23-158 with Viola Inc. to provide preconstruction services for the Fremont Middle School Reconstruction project	Board to approve preconstruction services agreement in the amount of \$167,970.00	Approved
18-Oct-23	C.16	Approval of Agreement #23-159 with North American Technical Services, Inc. to Provide In-Plant Inspection Services for the Drifill ECDC project	Board to approve agreement in the amount of \$33,000.00	Approved
18-Oct-23	C.17	Approval of Agreement #23-160 with Flewelling & Moody to Provide Architectural Services for Marina West ECDC project	Board to approve agreement in the amount of \$387,000.00	Approved
18-Oct-23	C.18	Approval of Agreement #23-161 with Flewelling & Moody to Provide Architectural Services for Rose Avenue ECDC	Board to approve agreement in the amount of \$220,000.00	Approved
18-Oct-23	C.19	Approval of Agreement #23-164 with Universal Engineering Sciences for the Drifill ECDC project	Board to approve agreement in the amount of \$4,000.00	Approved
18-Oct-23	C.20	Approval of Agreement #23-165 with Atlas Technical Consultants LLC for the Doris/Patterson Site	Board to approve agreement in the amount of \$2,350.00 to provide the required 5-year soils re-assessment and report	Approved
18-Oct-23	C.21	Ratification of Amendment #005 to Agreement #17-49 with Arcadia (IBI Group) to provide additional architectural and design services for the Rose Avenue School Reconstruction Project	Board to approve amendment in the amount of \$270,923.00	Approved
1-Nov-23	C.2	Approval of Change Order #002-Time Impact Analysis (TIA #2) to Construction Services Agreement #17-158 with Balfour Beatty Construction LL for the Rose Avenue School Reconstruction Project	Board to approve Change Order #002 for additional time impacts relating to the structural clarifications in the amount of \$711,927.00	Approved
15-Nov-23	C.10	Approval of Agreement #23-187 with J.O. Nelson Consulting Land Surveyors Inc. to provide Surveying Services for the Rose Avenue School ECDC project	Board to approve agreement in the amount of \$8,101.00	Approved
15-Nov-23	C.11	Approval of Agreement #23-188 with MNS Engineers Inc. to provide Surveying Services for the Fremont Middle School Reconstruction project	Board to approve agreement in the amount of \$64,000.00	Approved
15-Nov-23	C.12	Approval of Agreement #23-189 with MNS Engineers Inc. to provide Surveying Services for the Marina West School ECDC project	Board to approve agreement in the amount of \$17,000.00	Approved
15-Nov-23	C.13	Approval of Agreement #23-190 with Tetra Tech Inc. to provide CEQA Compliance Services for the Fremont Middle School Reconstruction project	Board to approve agreement in the amount of \$5,500.00	Approved
15-Nov-23	C.14	Approval of Agreement #23-191 with Tetra Tech Inc. to provide CEQA Compliance Services for the Marina West Elementary School ECDC project	Board to approve agreement in the amount of \$5,200.00	Approved
15-Nov-23	C.15	Approval of Agreement #23-192 with Tetra Tech Inc. to provide CEQA Compliance Services for the Rose Avenue Elementary School ECDC project	Board to approve agreement in the amount of \$5,200.00	Approved
15-Nov-23	C.16	Approval of Agreement #23-193 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Rose Avenue Elementary School ECDC project	Board to approve agreement in the amount of \$14,100.00	Approved
15-Nov-23	C.17	Approval of Agreement #23-194 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Fremont Middle School Reconstruction project	Board to approve agreement in the amount of \$20,100.00	Approved
15-Nov-23	C.18	Approval of Agreement #23-195 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Marina West Elementary School ECDC project	Board to approve agreement in the amount of \$19,800.00	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

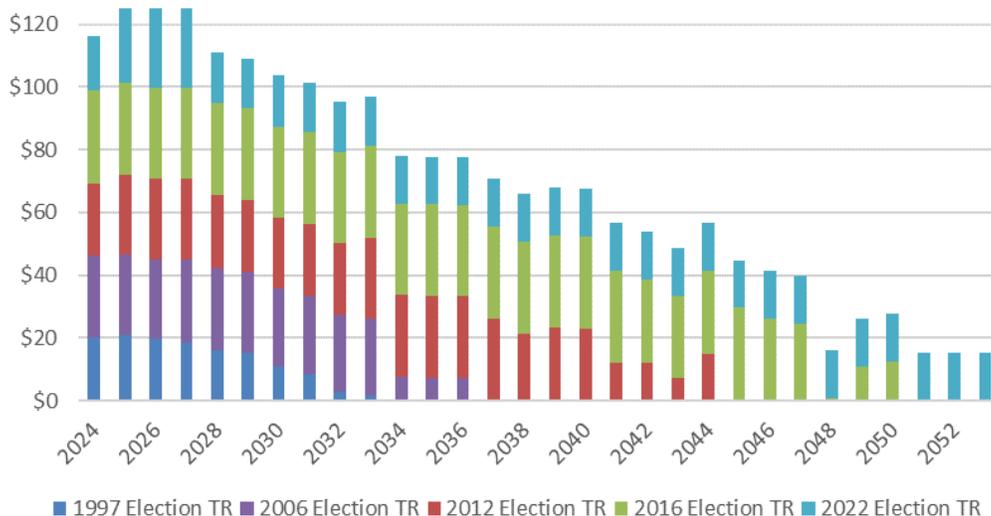
The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election. As of August 1, 2022, the outstanding principal to be repaid from the 2016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

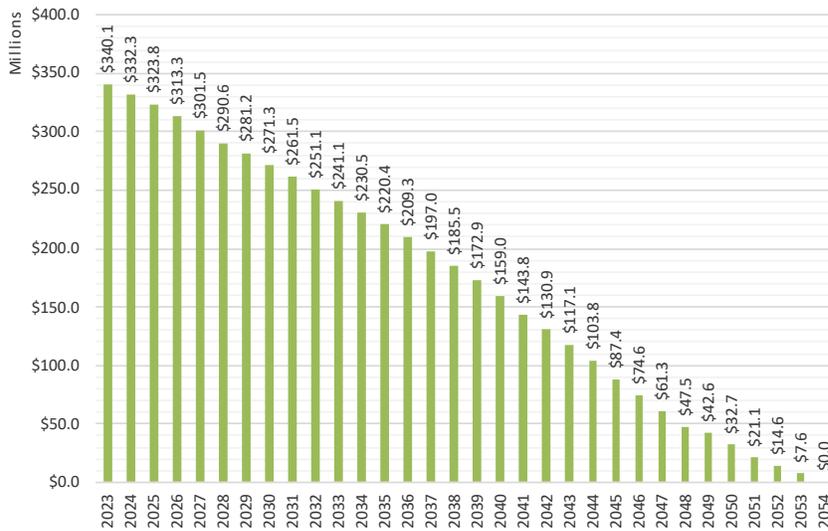
Figure B1: Estimated District G.O. Bond Tax Rates Per \$100,000 of Assessed Value



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

FYE	Assessed Valuations	
	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.

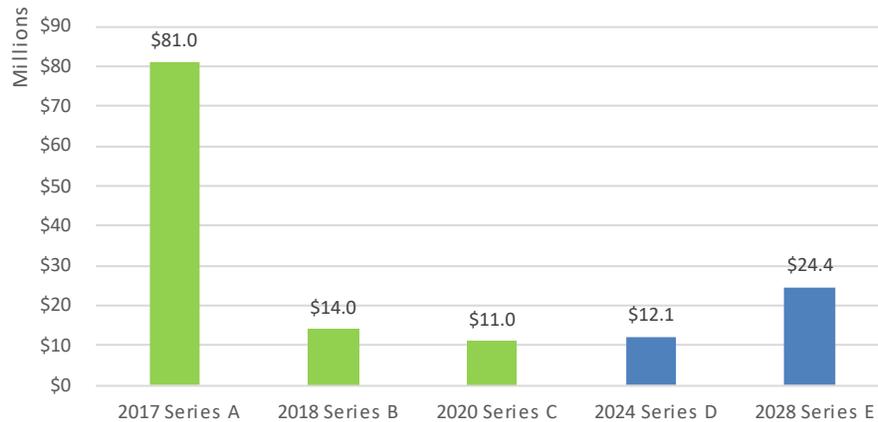
B.1.2.1 ADDITIONAL G.O. BOND SALES – 2016 ELECTION

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

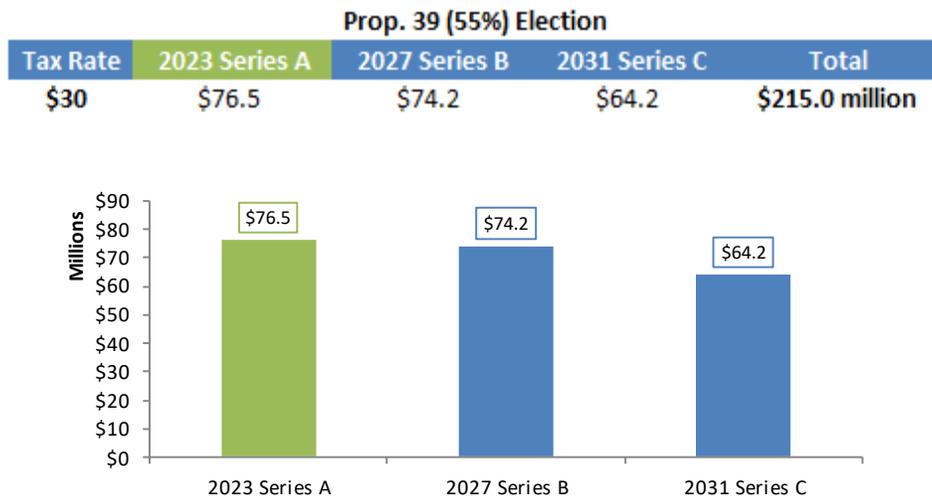
Proposition 39 authorizes school districts to issue new bonds upon a 55 percent affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. 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: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #23-06 (Mitchell /Franz)

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

1. A listing of Purchase orders issued 12/01/2023 through 1/05/2024 for the 2023-2024 school year, for \$5,318,128.66.
2. There are no Draft Payments issued from 12/01/2023 through 1/05/2024, 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 #23-06 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #23-06 \(15 Pages\)](#)

Includes Purchase Orders dated 12/01/2023 - 01/05/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP24-00040	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	6,069.64
NP24-00041	Rip Van, Inc.	640	SUP	130-9320	6,297.60
NP24-00042	Calif Dept Of Educ	640	SUP	130-9320	403.65
NP24-00043	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	5,011.60
P24-02979	Perma Bound Books	032	LCAP_1.24 MATL-SUPL (INST)	010-4200	735.47
P24-02980	The Dana on Mission Bay	385	LCAP_2.04 Hotel stay	010-5200	3,516.12
P24-02981	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	055	LCAP_1.24_PE CLOTHES	010-4300	2,968.87
P24-02982	Andreas Hotel & Spa	660	CASBO 2024 EXPO HOTEL RES. 4/7-4/10 - P.Nunez	010-5200	1,581.81
P24-02983	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,991.22
P24-02984	Rochester 100, Inc	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	596.25
P24-02985	MOSYLE CORPORATION	004	SOFTWARE	010-5818	58,282.00
P24-02986	Super Duper Inc	380	LCAP_1.30 Materials & supplies for Brenda A.	010-4300	164.72
P24-02987	SCHOOL TECH SUPPLY	200	MTLS/SUPL (STS CREDIT)	010-4300	1,048.94
P24-02988	ESGI, LLC	050	LCAP_1.24 SERV (INST)	010-5818	350.00
P24-02989	UNITED RECORDS MANAGEMENT	210	Shredding services for 2023-2024 school year	010-5800	150.00
P24-02990	BIOMETRICS4ALL, INC	200	Annual maintenance fee 2023-2024 school year	010-5800	960.00
P24-02991	CITY OF OXNARD OXNARD FIRE DEP ARTMENT	630	Professional Service/ Fire False Alarm	010-5800	300.00
P24-02992	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Rental / Kamala Chiller	010-5600	10,500.00
P24-02993	United Refrigeration Inc	630	HVAC Equipt / Harrington	010-4400	2,054.54
P24-02994	Durbiano Fire Equipment Co	630	Bond Funds / Prof Service / Rose Ave ECDC	214-5800	3,250.00
P24-02995	EVERYDAY SPEECH LLC	380	LCAP_1.30 Speech Curriculum	010-5818	50,008.89
P24-02996	Amazon Com	048	LCAP_1.24 MTLS/SUPP-INSTRUCTIONAL	010-4300	54.63
P24-02997	TEACHER CREATED MATERIALS	360	LCAP_3.01-Books	010-4200	4,155.03
P24-02998	AC Supply Co	046	LCAP_1.06 MATL-SUPL (ELOP)	010-4300	2,839.94
P24-02999	NEURON FUEL INC dba. TYNKER	050	LCAP_1.24 SERV (INST)	010-5818	6,564.00
P24-03000	Starfall Education Foundation	059	LCAP_1.24 (Memberships)	010-5300	355.00
P24-03001	Coast To Coast Computer Prod	036	LCAP_1.24 MATL-SUPL (INST)	010-4300	192.28
P24-03002	Rosetta Stone Ltd	300	LCAP_1.22 STWR APPS	010-5818	1,833.40
P24-03003	Target Specialty Products	630	Grounds Misc Materials and Supplies	010-4351	7,525.70
P24-03004	WINSOR LEARNING INC	066	LCAP_1.24 MATL/SUP - Instructional	010-4300	1,796.62
P24-03005	SCHOLASTIC-BOOK CLUBS	066	LCAP_1.24 - Books other than textbooks-Instr.	010-4200	546.12
P24-03006	SCHOLASTIC-BOOK CLUBS	066	LCAP_1.24 - Books other than Textbooks-Instr	010-4200	500.20

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.

Includes Purchase Orders dated 12/01/2023 - 01/05/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-03007	SCHOOL TECH SUPPLY	200	EQUIP (E Mata)	010-4400	1,661.18
P24-03008	EVENTOS ANA, INC.	051	LCAP_1.24 CARPET RENTAL/SERVICE	010-5600	350.00
P24-03009	Demco Inc	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	260.08
P24-03010	UNDERWOOD FAMILY FARMS LP	056	LCAP_1.24_ Underwood Family Farm	010-5800	616.00
P24-03011	OXNARD DOWNTOWNERS	051	LCAP_1.24 SERVICES	010-5800	100.00
P24-03012	Ventura Co Office Of Education	345	LCAP_1.20_ Conf_TOSAs	010-5200	650.00
P24-03013	AMERICAN BUILDING COMFORT SERVICES, INC	630	HVAC Repair / Ramona	010-5632	12,960.00
P24-03014	Walmart	041	LCAP_1.24 (Mat-Sup) Lost Boyz Club	010-4300	218.50
P24-03015	CULLIGAN OF VENTURA COUNTY	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,092.50
P24-03016	CARNITAS EL BROTHER INC	032	LCAP_1.24 MATL-SUPL-	010-4300	551.17
P24-03017	SCHOLASTIC-MAGAZINES	066	LCAP_1.24 MATL/SUP (INST)	010-4300	83.24
P24-03018	UNDERWOOD FAMILY FARMS LP	051	LCAP_1.24 SERVICES	010-5800	1,170.00
P24-03019	EL POLLO NORTENO INC	054	LCAP_1.24- Matl/sup-instructional	010-4300	144.00
P24-03020	Amazon Com	054	LCAP_1.24- materials and supplies-instructional	010-4300	215.59
P24-03021	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	76.40
P24-03022	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	97.15
P24-03023	Amazon Com	360	LCAP_3.01-Supplies	010-4300	23.14
P24-03024	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	786.18
P24-03025	Zoro Tools, Inc.	630	Custodial Materials and Supplies	010-4300	2,010.12
P24-03026	Calif Chamber Of Commerce	610	2024 Cal Chamber Posters	010-4300	1,259.34
P24-03027	United Rentals (North America)	032	LCAP_1.24 MATL-SUPL - RENTALS	010-5600	249.63
P24-03028	Chef's Toys & Star Rest Equip	640	4400/EQUIP	010-4400	4,275.87
P24-03029	CAJUN COUNTRY CAFE	360	LCAP_3.01-Supplies	010-4300	509.95
P24-03030	Amazon Com	600	MATLS-battery	010-4300	163.85
P24-03031	Amazon Com	057	LCAP_1.24 MAterials and Supplies - Kath	010-4300	279.97
P24-03032	Amazon Com	057	LCAP_1.24 Materials and Supplies - Monis	010-4300	250.88
P24-03033	Amazon Com	059	Mat/Sup	010-4300	317.56
P24-03034	CABE	200	CONF (CABE Exhibitor Booth)	010-5200	720.00
P24-03035	CABE	056	LCAP_1.24_ CABE Conference 2024	010-5200	1,910.00
P24-03036	JS Hospitality Group, LLC Courtyard by Marriott Oxnard	315	LCAP_1.06 CONF All Staff PD	010-5800	6,473.47
P24-03037	CABE	046	LCAP_1.24 CONF(INST)	010-5200	850.00
P24-03038	ACSA/FEA	200	TRAV/CONF (ACSA-Recruitment)	010-5200	3,500.00
P24-03039	ACSA/FEA	200	TRAV/CONF (NT - ASCA Neg Sym)	010-5200	649.00
P24-03040	Renaissance Learning Inc	320	LCAP_1.16_Services	010-5800	2,000.00
P24-03041	Affordable Tables And Chairs,	001	Rental-Empl Staff Mtg	010-5600	2,007.50
P24-03042	SCHOOL TECH SUPPLY	655	EQUIP (STS CREDIT)	010-4400	4,059.73
P24-03043	SCHOOL TECH SUPPLY	655	EQUIP (STS CREDIT)	010-4400	2,377.28

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Includes Purchase Orders dated 12/01/2023 - 01/05/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-03044	CASBO	630	Travel and Conf/Marcos Lopez,Mark G,Sal Gutierrez.	010-5200	2,700.00
P24-03045	School Health Corporation	003	stores supplies	010-9320	1,781.65
P24-03046	ErgoDirect, Inc	200	MATL/SUPP (E Mata)	010-4400	869.69
P24-03047	CDW G	004	SOFTWARE	010-5818	5,043.00
P24-03048	The Dana on Mission Bay	200	TRAV/CONF (ACSA Sym Hotel-NT)	010-5200	560.91
P24-03049	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	7,450.30
P24-03050	Ccp Industries	003	stores supplies	010-9320	462.93
P24-03051	TRI-COUNTY OFFICE FURNITURE	050	LCAP_2.04 Furniture Wellness Center (INST)	010-4300	2,867.81
				010-4400	3,680.56
P24-03052	TRI-COUNTY OFFICE FURNITURE	050	LCAP_2.04 Furniture Wellness Ctr. (INST)	010-4400	24,340.39
P24-03053	Central Restaurant Products	640	SUP	010-4300	2,025.50
P24-03054	Teachers Pay Teachers	051	LCAP_1.24 MATERIAL/SUPPIES (Instructional)	010-4300	5.04
P24-03055	VEX ROBOTICS LLC	041	LCAP_1.24 (Mat-Sup) VEX Robotics kits	010-4300	4,135.36
P24-03056	TOM HENSON HENSON MUSIC CENTER	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	300.00
P24-03057	CASBO	600	CONF-CASBO 2024 Conf.VM.PL	010-5200	1,875.00
P24-03058	Ashton Awards Inc Aswell Troph y	048	LCAP_1.24 MTLs/SUP-INSTRUCTIONAL	010-4300	50.75
P24-03059	Lakeshore Learning Materials	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	272.88
P24-03060	See's Candies, Inc	059	Materials & Supplies	010-4300	3,037.00
P24-03061	MARRIOTT HOTEL SERVICES INC AN AHEIM MARRIOTT	200	TRAV/CONF (S. Carroll)	010-5200	863.19
P24-03062	Hilton Anaheim	056	LCAP_1.24_ Hotel for CABE Anaheim convention	010-5200	2,384.55
P24-03063	Ventura Co Sch Self-Funding	600	Serv	010-5800	5,000.00
P24-03064	National Notary Association	100	SERV	010-5800	1,636.82
P24-03065	Apple Computer Inc	004	LCAP_1.07_Repair	010-5618	1,009.36
P24-03066	HAN'S HOSPITALITY LLC HILTON S AN JOSE	300	LCAP_1.19 CONF-Accomadation	010-5200	482.73
P24-03068	EMBASSY SUITES PALM DESERT	200	TRAV/CONF - Recruitment	010-5200	546.68
P24-03069	Veritiv Operating Company	003	stores supplies	010-9320	8,862.63
P24-03070	La Quinta Holdings Inc La Quin ta Inn & Suites Irvine	300	LCAP_1.19 Hotel Accomadation-Cal Ed Partner	010-5200	2,981.00
P24-03071	STERLING VENUE VENTURES LLC	300	RENTAL (DLT Meeting)	010-5600	1,500.00
P24-03072	Andreas Hotel & Spa	600	CONF/TRAVEL (CASBO ANNUAL CONF)	010-5200	2,942.40
P24-03073	SCRIPPS NATL SPELLING BEE	042	LCAP_1.24 SERV	010-5800	162.00
P24-03074	Home Depot Inc	042	LCAP_1.24 MATL-SUPL	010-4300	72.07
P24-03075	Oxnard Union High Sch Dist	360	LCAP_3.01 Title III- Books	010-4300	600.00
P24-03076	Andreas Hotel & Spa	620	CONF/TRAVEL (CASBO 2024)	010-5200	1,471.20

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Includes Purchase Orders dated 12/01/2023 - 01/05/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-03077	CAJUN COUNTRY CAFE	360	LCAP_ 3.01-Supplies	010-4300	1,076.62
P24-03078	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies - Aranzazu	010-4300	756.91
P24-03079	Lakeshore Learning Materials	320	matl/supplies New Teacher - M. Saltamachio	010-4300	275.29
P24-03080	ORIENTAL TRADING COMPANY	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,069.21
P24-03081	CN School & Office Sol, Inc Cu Iver-Newlin	600	FURN/MATL/SUP-Patty	010-4400	2,101.36
P24-03082	Shaw Hr Consulting	200	SVCS	010-5800	2,652.50
P24-03083	Affordable Tables And Chairs	360	LCAP_ 3.01 RNTL	010-5600	40.00
P24-03084	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies - Skinner	010-4300	141.12
P24-03085	VALASSIS DIGITAL CORP DBA. GRO W MAIL	300	LCAP_1.08 Mailing Services for UPK	010-5800	6,714.97
P24-03086	SCHOOL TECH SUPPLY	041	LCAP_1.24 (MAT_SUP)	010-4318	474.94
P24-03087	United Airlines, Inc	100	Coast2Coast Flight Tickets	010-5220	705.75
				010-5224	705.75
				010-5225	705.75
P24-03088	Southwest Airlines	300	LCAP_1.19 CONF/TRAVEL-CALSA	010-5200	179.81
P24-03089	SYDELL PALM SPRINGS LLC/ THE S AGUARO PALM SPRINGS	315	LCAP_1.20 Conf TOSAs	010-5200	868.23
P24-03090	Jordanos Inc	003	stores supplies	010-9320	597.16
P24-03091	Office Depot Bus Ser Div	003	stores supplies	010-9320	4,928.68
P24-03092	Amazon Com	059	LCAP_1.24 (Mat/Sup)	010-4300	166.48
P24-03093	Amazon Com	057	LCAP_1.24 MAterials and Supplies - Monis	010-4200	64.01
P24-03094	GREENWOOD PUB GROUP LLC HEINEM ANN	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	169.10
P24-03095	Lakeshore Learning Materials	052	LCAP_1.13 - MATL/SUPL	010-4300	232.46
P24-03096	SCHOOL TECH SUPPLY	004	COMP SUP	010-4318	2,128.08
P24-03097	LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	302.62
P24-03098	SCHOOL TECH SUPPLY	004	COMP SUP	010-4318	10,793.90
P24-03099	PANERA BREAD COMPANY PANERA LL C	640	SUP	130-4700	470.61
P24-03100	FoodCorp Inc	640	SERV	130-5800	10,000.00
P24-03101	Apple Computer Inc	004	COMP EQUIP	010-4418	2,163.15
P24-03102	Uline	038	LCAP_2.04 Wellness Ctr., Mobile Storage	010-4400	3,756.38
P24-03103	Caldwell Flores Winters, Inc	600	SERV-State Aid.Agrmt 19-184.MW.Expires 11/2024.	350-5800	45,000.00
P24-03104	Sheraton Park Hotel Anaheim	046	LCAP_1.24 CONF(INST)	010-5200	693.60
P24-03105	SCRIPPS NATIONAL SPELLING BEE INC	036	LCAP_1.24_ SERV (INST)	010-5800	188.50
P24-03106	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300	105.40
P24-03107	Amazon Com	060	LCAP_1.24 MAT/SUP-Ins	010-4300	163.35

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Includes Purchase Orders dated 12/01/2023 - 01/05/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-03108	Amazon Com	038	LCAP_2.04 Wellness Center, MAT/SUP	010-4300	1,030.51
P24-03109	Amazon Com	038	LCAP_2.04 Wellness Center MAT/SUP	010-4300	775.49
P24-03110	Amazon Com	038	LCAP_2.04-Wellness Center, MAT/SUP	010-4300	452.63
P24-03111	Amazon Com	038	LCAP_2.04 Wellness Center, MAT/SUP	010-4300	801.57
P24-03112	Amazon Com	038	LCAP_2.04 Wellness Center, MAT/SUP	010-4300	648.61
P24-03113	Amazon Com	038	LCAP_2.04 Wellness Center, MAT/SUP	010-4300	2,582.34
P24-03114	Amazon Com	038	LCAP_2.04 Wellness Center, MAT/SUP	010-4300	2,186.67
P24-03115	Amazon Com	038	LCAP_2.04 Wellness Center, MAT/SUP	010-4300	673.06
P24-03116	Amazon Com	038	LCAP_2.04 Wellness Center, MAT/SUP	010-4300	853.36
P24-03117	Amazon Com	038	LCAP_2.04 Wellness Center, MAT/SUP	010-4300	256.53
P24-03118	Amazon Com	046	LCAP_1.06 MATL-SUPL (ELOP)	010-4300	238.48
P24-03119	Amazon Com	300	LCAP_1.19 SUP/MLT	010-4300	1,363.03
P24-03120	Amazon Com	640	MATL/SUP	130-4300	361.36
P24-03121	Amazon Com	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	549.24
P24-03122	AG Designs 805	036	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,048.10
P24-03123	Supershuttle	100	Shuttle Travel/Conf	010-5200	860.61
P24-03124	Andreas Hotel & Spa	630	Travel and Conference	010-5200	4,413.60
P24-03125	HAN'S HOSPITALITY LLC HILTON S AN JOSE	300	LCAP_1.19 CONF-Accomadation	010-5200	482.73
P24-03126	Southwest Airlines	300	LCAP_1.19 CONF/TRAVEL-CALSA	010-5200	179.81
P24-03127	Amazon Com	380	LCAP_1.30 Materials and Supplies for M.Chapman	010-4300	105.56
P24-03128	Amazon Com	066	LCAP_1.13 - MATL/SUP-Instr. (J.Reyes)	010-4300	142.93
P24-03129	Amazon Com	380	LCAP_1.30 Materials & supplies for Ashley A.	010-4300	200.22
P24-03130	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	308.73
P24-03131	Amazon Com	380	LCAP_1.30 Materials & supplies for Alison N	010-4300	130.45
P24-03132	Amazon Com	038	LCAP_1.24 MATL-SUPL (INST) -DeLaCurz	010-4300	116.09
P24-03133	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300	755.35
P24-03134	Amazon Com	630	Grounds Materials and Supplies	010-4300	715.27
P24-03135	Amazon Com	058	LCAP_1.13 Mat's & Supplies	010-4300	183.44
P24-03136	Amazon Com	055	LCAP_1.24_ PE MATERIALS/MS. ALVAREZ	010-4300	585.13

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Includes Purchase Orders dated 12/01/2023 - 01/05/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-03137	Amazon Com	055	LCAP_1.24_ MS CULVER - SPRING FLING 24	010-4300	116.79
P24-03138	Amazon Com	060	LCAP_1.24 MATL/SUP-Ins. Ms. Hickman	010-4300	185.18
P24-03139	Amazon Com	060	LCAP_1.24 MATL/SUP-Ins. Ms. Hickman (2)	010-4300	80.99
P24-03140	Amazon Com	320	LCAP_1.18 matl/supplies	010-4300	2,074.72
P24-03141	Amazon Com	320	LCAP_1.18 matl/supplies - ELPAC	010-4300	479.89
P24-03142	Amazon Com	055	LCAP_1.24_ PIGEON/SLOAN READING PROJECT	010-4300	792.56
P24-03143	Amazon Com	055	LCAP_1.24_ PIGEON/SLOAN READING PROJECT	010-4300	492.43
P24-03144	Amazon Com	055	LCAP_1.24_ A. GARCIA	010-4300	95.11
P24-03145	Southwest Airlines	100	CSBA AEC - Flight arrangements	010-5200	348.86
				010-5220	396.14
				010-5223	159.13
				010-5224	396.16
				010-5225	333.38
P24-03146	Ventura Co Star	100	SERV	010-5800	500.00
P24-03147	GJKN Corp dba. Greek House Cafe	100	HOSP/HOLIDAY	010-4300	2,839.98
P24-03148	Lakeshore Learning Materials	059	LCAP_1.13 (Mat/Sup)	010-4300	237.26
P24-03149	Lakeshore Learning Materials	059	LCAP_1.13 (Mat/Sup)	010-4300	466.99
P24-03150	Lakeshore Learning Materials	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	750.55
P24-03151	TRI-SIGNAL INTEGRATION, INC.	630	Professional Service / Curren	010-5800	500.00
P24-03152	TRI-SIGNAL INTEGRATION, INC.	630	Professional Service / Driffill	010-5800	586.94
P24-03153	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	224.09
P24-03154	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	105.49
P24-03155	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	105.49
P24-03156	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	109.21
P24-03157	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	105.49
P24-03158	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	218.41
P24-03159	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	105.49
P24-03160	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	105.49
P24-03161	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	224.09
P24-03162	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	224.09
P24-03163	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	224.09
P24-03164	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	109.21
P24-03165	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	218.41
P24-03166	Lakeshore Learning Materials	345	LCAP_1.09-Supplies	010-4300	109.21
P24-03167	Koolmex Cj's BBQ	360	LCAP_3.01-Supplies	010-4300	340.31
P24-03168	Calif Assn Of Latino Supt & Ad	300	LCAP_1.19 TRAV/CONF	010-5200	1,750.00
P24-03169	Bjorem Speech Publications	380	LCAP_1.30 Materials & supplies for Cindy E	010-4300	127.26
P24-03170	Forbess Consulting Group, Inc FCG Environmental	630	Professional Service / Chavez	010-5800	555.00

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P24-03171	Forbess Consulting Group, Inc FCG Environmental	630	Professional Service /ELOP	010-5800	960.00
P24-03172	TRI-SIGNAL INTEGRATION, INC.	630	Professional Service / McKinna	010-5800	978.41
P24-03173	CASBO	660	CASBO 2024 YEAR-END CLOSING VIRTUAL 4.16.24 (X2)	010-5200	430.00
P24-03174	CN School & Office Sol, Inc Cu lver-Newlin	650	EQUIP/FURN (CNS ADDTL STORAGE/FILE CABINETS)	010-4400	5,269.23
P24-03175	ORIENTAL TRADING COMPANY	320	matl/supp_Private Schools	010-4300	696.47
P24-03176	Home Depot Inc	058	LCAP_1.13 MATL'S & SUPPLIES [Alferes, SPED]	010-4300	76.31
P24-03177	Durbiano Fire Equipment Co	630	Bond Funds / Prof Service / M West ECDC	350-5800	3,250.00
P24-03178	Rosa De La Rosa	380	LCAP_1.13_SETTLEMENT REIMBURSEMENT	010-5800	6,300.00
P24-03179	NEWSEM AG, INC. dba. GREENE TR EE CARE	630	Professional Service / Curren	010-5800	4,750.00
P24-03180	NEWSEM AG, INC. dba. GREENE TR EE CARE	630	Professional Service / Frank	010-5800	4,960.00
P24-03181	School Datebooks	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	244.24
P24-03182	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Chiller Repair / Fremont	010-5632	664.56
P24-03183	COSTCO WHOLESALE CORPORATION	038	LCAP_1.24 matl/supp-Parent Meetings	010-4300	546.25
P24-03184	Zoro Tools, Inc.	630	Grounds Materials and Supplies	010-4300	332.10
P24-03185	Office Depot Bus Ser Div	320	LCAP_1.18 matl/supplies - ELPAC	010-4300	273.63
P24-03186	ODP BUSINESS SOLUTIONS, LLC	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	112.77
P24-03187	SCRIPPS NATIONAL SPELLING BEE INC	032	LCAP_1.24 MATL-SUPL - SERV INST	010-5800	188.50
P24-03188	SCRIPPS NATIONAL SPELLING BEE INC	052	LCAP_1.24 - SERV/ENTR FEES - Instr	010-5800	188.50
P24-03189	Perma Bound Books	050	LCAP_1.24 BOOK/REF MATL	010-4200	498.77
P24-03190	Demco Inc	052	LCAP_1.24 - Mat/Supl-Instr	010-4300	389.56
P24-03191	WAYNE STEVENS IT'S IN THE SAUC E BBQ	001	MATL/SUP-Staff Mtg	010-4300	3,258.50
P24-03192	WAYNE STEVENS IT'S IN THE SAUC E BBQ	345	LCAP_1.28_MTL _TOSAs Luncheon	010-4300	515.15
P24-03193	STEVE PETERS	032	LCAP_1.24 SERV	010-5800	600.00
P24-03194	San Diego Co Supt. of Schools	345	SERV/T3 M(LCAP-1.3)	010-5800	16,000.00
P24-03195	Forbess Consulting Group, Inc FCG Environmental	630	Professional Service / Enrollment Center	010-5800	1,200.00
P24-03196	Forbess Consulting Group, Inc FCG Environmental	630	Professional Service / Drifill	010-5800	1,460.00
P24-03197	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	5,724.00
P24-03198	SCHOOL TECH SUPPLY	004	ROSE AVE PROJECT	215-4300 215-4400	1,401.55 37,264.50

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P24-03199	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	5,724.00
P24-03200	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	2,862.00
P24-03201	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	2,862.00
P24-03202	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	550.11
P24-03203	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	475.39
P24-03204	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	640	EQUIP	010-4400	6,706.28
P24-03205	BUILDING BLOCK ENT INC SHOWS THAT TEACH	038	LCAP_2.4 (SERV/SUPP CONC)	010-5800	1,095.00
P24-03206	Big Brothers Big Sisters of Ventura County	385	LCAP_2.07 (SERV/LCSSP)	010-5800	60,000.00
P24-03207	BRANDON BROWN SCHOOL YARD RAP LLC	315	LCAP_1.11 (SERV/T1)	010-5800	130,000.00
P24-03208	ELEMENTAL HARDWARE INC.	315	LCAP_1.06 (SERV/ELOP)	010-5800	2,470,000.00
P24-03209	FRANCISCA SANCHEZ dba/ PROVOCATIVE PRACTICE	300	LCAP_1.36 (SERV/SUPP CONC)	010-5800	235,490.00
P24-03210	EFFICIENCE LLC	385	LCAP_2.04 (SERV/MHSPDG)	010-5818	25,000.00
P24-03211	Grainger Inc	003	MTLS/SUP (WAREHOUSE)	010-4300	127.36
P24-03212	STERLING VENUE VENTURES LLC	315	LCAP_1.06 (ELOP/RENTAL)	010-5600	13,000.00
P24-03213	STERLING VENUE VENTURES LLC	100	RENTAL	010-5600	1,750.00
P24-03214	STERLING VENUE VENTURES LLC	300	RENTAL (MIDDLE SCHOOL PROMOTION)	010-5600	6,500.00
P24-03215	RH VISION SERVICES ROSANNA M. HOYT	380	LCAP_2.09 (SERV)	010-5800	3,200.00
P24-03216	Chumash Indian Museum	053	LCAP_1.24-SERV.-Instructional	010-5800	640.00
P24-03217	CDW G	300	LCAP_3.04 SUBSCRIPTION-ZOOM/Webinar	010-5818	218.14
P24-03218	Urbane Cafe Alex Bello-Mgr	200	LCAP_1.15 MATL/SUPP (Recruitment-Admin)	010-4300	750.00
P24-03219	Chef's Toys & Star Rest Equip	640	EQUIP	130-4400	53,523.71
P24-03220	ACSA/FEA	200	TRAV/CONF (NT - ASCA CEL Inst)	010-5200	425.00
P24-03221	SOUTHERN CALIFORNIA KINDERGARTEN CONFERENCE INC	032	LCAP_1.24 INST-CONF	010-5200	1,380.00
P24-03222	JL DOWNTOWN CAFE	200	LCAP_1.15 (Recruitment-Admin.)	010-4300	750.00
P24-03223	ZipRecruiter, Inc.	200	SUBSCRIPTION	010-5800	4,062.97
P24-03224	EQ Landscaping Inc.	630	Professional Services	010-5800	7,500.00
P24-03225	Verizon Wireless	315	LCAP_1.06 ELOP COMM	010-4300	2,375.34
P24-03226	Verizon Wireless	315	LCAP_1.06 ELOP COMM	010-5900	10,000.00
P24-03227	CHARLES DILLON	032	LCAP_1.24 SERV	010-5800	600.00
P24-03228	The Berry Man Inc	640	SUP	130-4700	500.00

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P24-03229	SPB Associates, Inc DBA Subway # 27320	640	SUP	130-4700	500.00
P24-03230	JOHN LACQUES dba/DRUMTIME	315	LCAP_1.06 (SERV/ELOP)	010-5800	108,560.00
P24-03231	PRIDE LEARNING CO.	380	LCAP_1.03 (SERV)	010-5100	75,000.00
				010-5800	25,000.00
P24-03232	WINSOR LEARNING INC	385	LCAP_1.28 (SERV/ELOP)	010-5800	7,600.00
P24-03233	California School Mgmt Group	001	SERV	010-5800	27,000.00
P24-03234	Ventura Co Office Of Education	380	LCAP_2.09 (SERV) (EA061202)	010-5800	8,500.00
P24-03235	Ventura Co Office Of Education	380	LCAP_2.09 (SERV) (AR041511)	010-5800	16,500.00
P24-03236	Read Naturally, Inc	036	LCAP_1.24_SERV (INST)	010-5818	5,700.00
P24-03237	MARENEM INC	038	LCAP_1.24-matl/supp-Uribe	010-4318	132.37
P24-03238	SCHOOL TECH SUPPLY	383	LCAP_1.18 ELPAC Comp Equip	010-4418	16,097.89
P24-03239	CASBO	660	CASBO 2024 ANNUAL CONFERENCE & CA SCH. BUS. EXPO	010-5200	900.00
P24-03240	SCHOOL TECH SUPPLY	004	LCAP_1.07_ Software	010-5818	18,000.00
P24-03241	Demco Inc	054	LCAP_1.24-matl/sup-instructional	010-4300	537.11
P24-03242	DreamBox Learning, Inc.	355	LCAP_1.05 - SOFTWARE/APPS FOR MATH	010-5818	34,290.00
P24-03243	AMERICAN BUILDING COMFORT SERVICES, INC	630	Professional Service/ Frank	010-5800	13,500.00
P24-03244	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	345	LCAP_1.04_ CONF (C4T4B TK Institute)	010-5200	900.00
P24-03245	HOME COUNTY PIZZA INC DOMINO'S PIZZA	055	LCAP_1.24_ RED RIBBON PIZZA	010-4300	218.50
P24-03246	PELLETIER & ASSOCIATES INC.	200	SERV	010-5800	30,000.00
P24-03247	Dial Security	630	DEF MAINT (AiPHONE INSTALLATION)	140-6200	47,776.99
P24-03248	CABE	038	LCAP_1.24-CONF-Teacher/principal	010-5200	2,775.00
P24-03249	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	059	LCAP_1.13 (Mat/Sup)	010-4300	450.69
P24-03250	Zearn	355	LCAP_1.05 STWR APPS	010-5818	2,500.00
P24-03251	Natl School Public Relations	315	LCAP_3.02 MEMB	010-5300	280.00
P24-03252	Maad Graphics	058	LCAP_1.24 Materials & Supplies	010-4300	174.17
P24-03253	Apple Computer Inc	620	LCAP_4.04 COMP. SUPPL	010-4318	9,884.56
P24-03254	HOTEL DENA	345	LCAP_1.08 -CONF (TOSA)	010-5200	761.32
P24-03255	HOLIDAY INN EXPRESS PASADENA	032	LCAP_1.24 CONF INST	010-5200	974.13
P24-03256	WESTIN SOUTH COSTA PLAZA	200	TRAV/CONF (ACSA CEL Inst-NT)	010-5200	531.78
P24-03257	SMART AND FINAL-C.I. BLVD	640	SUP/MATL	130-4700	500.00
P24-03258	Sweet Rose Inc. dba. Oralia's Bakery	100	Materials and Supplies	010-4300	251.28
P24-03259	CN School & Office Sol, Inc Cui-ver-Newlin	650	MTLS/SUP (ELOP WHSE - CHAIRS)	010-4300	4,698.65
P24-03260	CN School & Office Sol, Inc Cui-ver-Newlin	650	EQUIP (ELOP WHSE - FURNITURE)	010-4400	45,541.08

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P24-03261	Amazon Com	038	LCAP_1.24 MTL/SUP	350-4300	3,556.25
P24-03262	ATX LEARNING LLC	380	LCAP_2.09_SERV (PARA-MOD SEVERE)	010-5100	341,800.00
				010-5800	25,000.00
P24-03263	ATX LEARNING LLC	380	LCAP_2.09_SERV (PARA-MILD MOD)	010-5100	39,050.00
				010-5800	25,000.00
P24-03264	ATX LEARNING LLC	380	LCAP_2.09_SERV (PARA-RSP)	010-5100	39,050.00
				010-5800	25,000.00
P24-03265	ATX LEARNING LLC	380	LCAP_2.09_SERV (PARA-SOCIAL EMOTIONAL)	010-5100	121,400.00
				010-5800	25,000.00
P24-03266	Model 1 Commercial Vehicles	620	LCAP_1.06 + LCAP_4.04 EQUIP - TWO ELOP BUSES	010-6400	428,172.75
P24-03267	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	173.73
P24-03268	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	290.97
P24-03269	Amazon Com	055	LCAP_1.13_DHH ROLLING BAGS FOR TEACHERS	010-4300	149.46
P24-03270	Amazon Com	055	LCAP_1.13_MS PONTIS ORDER SUPPLIES	010-4300	248.98
P24-03271	Amazon Com	050	LCAP_1.24 SERV (INST)	010-4300	445.59
P24-03272	Amazon Com	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	44.62
P24-03273	Amazon Com	041	LCAP_1.13 (Mat-Sup) Student plan incentives	010-4300	151.78
P24-03274	Amazon Com	058	LCAP_1.24 Matl's & Supplies Y. Alferes part II	010-4300	159.09
P24-03275	Amazon Com	100	BOOK ORDER	010-4200	320.01
P24-03276	Amazon Com	046	LCAP_1.13 MATL-SUPL (INST)	010-4300	225.15
P24-03277	Amazon Com	630	Materials and Supplies	010-4300	118.75
P24-03278	Amazon Com	053	LCAP_1.24-Materials/Supplies	010-4300	188.02
P24-03279	Amazon Com	060	LCAP_1.13 MATL/SUP-Ins	010-4300	251.69
P24-03280	Amazon Com	315	LCAP_1.06 Material and Supplys ESP	010-4300	83.18
P24-03281	Amazon Com	050	LCAP_1.24 MATL-SUPL	010-4300	145.60
P24-03282	Amazon Com	050	LCAP_1.24 BOOK/REF MATL	010-4200	222.88
P24-03283	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	79.29
P24-03284	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	51.49
P24-03285	Amazon Com	046	LCAP_1.06 MATL-SUPL (ELOP)	010-4300	1,750.09
P24-03286	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	34.02
P24-03287	Amazon Com	050	LCAP_1.24 BOOK/REF MATL	010-4200	37.23
P24-03288	Amazon Com	036	LCAP_1.13_MATL-SUPL (INST)	010-4300	284.38
P24-03289	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	238.42
P24-03290	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	140.01
P24-03291	Amazon Com	004	MAT/SUP	010-4300	1,235.20
P24-03292	Amazon Com	320	matl/sup_Private Schools	010-4300	703.09
P24-03293	Amazon Com	320	matl/sup_Private Schools	010-4300	212.79
P24-03294	Amazon Com	320	matl/sup_Private Schools	010-4300	613.28

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P24-03295	Amazon Com	054	LCAP_1.24-BOOKS OTHER THAN TXT	010-4200	370.63
P24-03296	Amazon Com	054	LCAP_1.24- BOOKS OTHER THAN TEXTBOOKS	010-4200	105.22
P24-03297	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	90.85
P24-03298	Amazon Com	042	LCAP_2.04 MAT/SUP Wellness Ctr. Fremont	010-4300	579.29
P24-03299	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300 010-4400	432.86 1,224.70
P24-03300	Amazon Com	380	LCAP_1.13 BKS	010-4200	787.05
P24-03301	Amazon Com	610	Office Materials and Supplies	010-4300	28.24
P24-03302	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	430.61
P24-03303	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	690.36
P24-03304	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	551.99
P24-03305	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	430.61
P24-03306	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	690.36
P24-03307	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	551.99
P24-03308	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	430.61
P24-03309	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	690.36
P24-03310	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	551.99
P24-03311	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	430.61
P24-03312	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	690.36
P24-03313	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	551.99
P24-03314	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	430.61
P24-03315	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	690.36
P24-03316	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	551.99
P24-03317	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	430.61
P24-03318	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	690.36
P24-03319	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	551.99
P24-03320	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	430.61
P24-03321	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	690.36
P24-03322	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	551.99
P24-03323	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	430.61
P24-03324	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	690.36
P24-03325	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	551.99
P24-03326	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	430.61
P24-03327	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	690.36
P24-03328	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	551.99
P24-03329	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	430.61
P24-03330	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	690.36
P24-03331	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	551.99
P24-03332	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	745.02
P24-03333	Amazon Com	360	LCAP_3.01 Title III-Supplies	010-4300	537.98
P24-03334	Amazon Com	630	Grounds Materials and Supplies	010-4300	64.52
P24-03335	Amazon Com	630	Custodial Materials and Supplies	010-4300	686.86

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P24-03336	Amazon Com	041	LCAP_1.24 (Mat-Sup)	010-4300	2,791.91
P24-03337	Amazon Com	360	LCAP_1.05-Books	010-4200	808.99
P24-03338	Amazon Com	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	118.49
P24-03339	Amazon Com	055	LCAP_1.24_ MS. JORDAHL'S SUPPLIES	010-4300	303.65
P24-03340	Amazon Com	055	LCAP_1.24_ TEACHER SUPPLIES	010-4300	30.74
P24-03341	Amazon Com	055	LCAP_1.24_ MS. SANQUI /CLASSROOMS BOOKS	010-4300	333.42
P24-03342	Amazon Com	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	98.34
P24-03343	Amazon Com	003	stores supplies	010-9320	855.53
P24-03344	Amazon Com	360	LCAP_3.01 Title III-Supplies	010-4300	53.66
P24-03345	Amazon Com	058	LCAP_1.24 Materials & Supplies	010-4300	569.46
P24-03346	Amazon Com	051	LCAP_1.24 BOOKS	010-4200	71.20
P24-03347	Amazon Com	051	LCAP_1.24 BOOKS (Instructional)	010-4200	314.46
P24-03348	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instruction)	010-4300	41.57
P24-03349	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instruction)	010-4300	36.43
P24-03350	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instruction)	010-4300	19.60
P24-03351	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES	010-4300	71.17
P24-03352	Amazon Com	041	LCAP_1.24 (Mat-Sup) STEAM Lab/eSports	010-4300	812.89
P24-03353	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	295.40
P24-03354	Petroleum Telcom Inc DBA Telecom	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,237.26
P24-03355	Teachers Pay Teachers	055	LCAP_1.13_ MS. PONTIS ORDER	010-4300	56.47
P24-03356	SPEECH CORNER	380	LCAP_1.30 Materials & supplies (redo)	010-4300	212.16
P24-03357	SCHOOL TECH SUPPLY	380	LCAP_1.30 Materials & Supplies	010-4418	873.99
P24-03358	SCHOOL TECH SUPPLY	380	LCAP_1.30 Materials & Supplies	010-4418	830.29
P24-03359	SCHOOL TECH SUPPLY	380	LCAP_1.30 Materials & Supplies	010-4318	169.24
P24-03360	CDW G	066	LCAP_1.24 -MATL/SUP-Instructional	010-4300	1,490.03
P24-03361	CANON SOLUTIONS AMERICA INC	655	Materials and Supplies	010-4300	329.39
P24-03362	Spicers Paper Inc	655	Materials and Supplies	010-4300	2,484.89
P24-03363	CDW G	315	LCAP_1.06 Software	010-5818	17,638.25
P24-03364	SCHOOL TECH SUPPLY	315	LCAP_1.06_Software	010-5818	280.00
P24-03365	Petroleum Telcom Inc DBA Telecom	066	LCAP_1.24 RPR INST	010-5632	278.29
P24-03366	SCHOOL TECH SUPPLY	058	LCAP_1.24 Computer Equipment	010-4418	2,078.66
P24-03367	Lakeshore Learning Materials	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	148.54
P24-03368	Lakeshore Learning Materials	058	LCAP_1.24 Materials & Supplies	010-4300	412.87
P24-03369	Lifetouch NSS Acct Receivable	051	LCAP_1.24 MATERIALS/SUPPLIES	010-4300	2,896.52

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.

Includes Purchase Orders dated 12/01/2023 - 01/05/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P24-03370	Dial Security	630	Professional Services / Panic Button	010-5800	163.00	
P24-03371	Dial Security	630	Professional Service / Ritchen	010-5800	442.35	
P24-03372	Veritiv Operating Company	003	stores supplies	010-9320	18,099.45	
P24-03373	United Refrigeration Inc	630	HVAC Equipment	010-4400	1,630.11	
P24-03374	United Refrigeration Inc	630	HVAC Equipment / Ritchen	010-4400	1,769.85	
P24-03375	SCHOLASTIC-BOOK CLUBS	066	LCAP_1.24 - Books other than Textbooks-Instr	010-4200	595.88	
P24-03376	SCHOLASTIC-BOOK CLUBS	051	LCAP_1.24 BOOKS	010-4200	28.39	
P24-03377	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	LCAP_1.06 LEGAL AD- (NOTICE OF SALE-CAMINO)	010-5800	499.20	
P24-03378	Amazon Com	041	LCAP_1.24 (Mat-Sup)	010-4300	2,831.66	
P24-03379	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Chiller Leak Repair / Brekke	010-5632	12,687.58	
P24-03380	ODP BUSINESS SOLUTIONS, LLC	058	LCAP_1.24 Computer Supplies & Software	010-4318	699.18	
P24-03381	Amazon Com	630	Materials and Supplies	010-4300	1,184.89	
P24-03382	Astra Backflow Inc.	630	Equipment / Kamala	010-4400	5,067.44	
P24-03383	Petesehria, LLC PizzaMan Dan's	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	225.30	
P24-03384	Petesehria, LLC PizzaMan Dan's	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	181.27	
P24-03385	Amazon Com	315	LCAP_1.06 MATERIAL & SUPPLYS (FREMONT COORDINATOR)	010-4300	57.29	
P24-03386	Amazon Com	315	LCAP_1.06 MATERIAL & SUPPLYS (FRANK COORDINATOR)	010-4300	104.41	
P24-03387	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD- (MARQUEE SIGN PROJ.)	010-5800	3,464.40	
P24-03388	ODP BUSINESS SOLUTIONS, LLC	058	LCAP_1.24 Materials & Supplies	010-4300	1,448.15	
P24-03389	Amazon Com	315	LCAP_1.06 Material Supply Marshall Coordinator	010-4300	247.88	
P24-03390	Amazon Com	200	MATL/SUPP (P Pierce)	010-4300	122.07	
P24-03391	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	1,205.32	
Total Number of POs				416	Total	5,318,128.66

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	399	5,092,991.20
130	CAFETERIA FUND	11	83,638.17
140	DEFERRED MAINTENANCE FUND	1	47,776.99
214	BOND FUND MEASURE D 2016	1	3,250.00
215	BOND FUND MEASURE I 2022	1	38,666.05
350	COUNTY SCHOOL FACILITY FUND	3	51,806.25
Total			5,318,128.66

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.

Includes Purchase Orders dated 12/01/2023 - 01/05/2024

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P18-01420	2,178,134.80	215-6210	BOND FUND MEASURE I 2022/ARCHITECT/ENGINEERING	67,438.00
P23-01028	9,464.00	251-5600	DEVELOPER FEES/RENTALS, LEASES AND REPAIRS	.00
P23-01029	11,816.95	251-5600	DEVELOPER FEES/RENTALS, LEASES AND REPAIRS	.00
P24-00215	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	648.21
P24-00270	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P24-00281	6,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,500.00
P24-00291	4,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00
P24-00541	750.69	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	251.00
P24-00640	10,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	4,200.00
P24-00892	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-01190	50,000.00	130-4700	CAFETERIA FUND/FOOD	100,000.00-
P24-01191	80,000.00	130-4700	CAFETERIA FUND/FOOD	70,000.00-
P24-01211	130,000.00	130-4700	CAFETERIA FUND/FOOD	98,062.36
P24-01212	100,000.00	130-4700	CAFETERIA FUND/FOOD	70,000.00
P24-01345	2,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P24-01382	12,500.00	130-4700	CAFETERIA FUND/FOOD	2,500.00
P24-01399	9,563.61	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	1,670.08
P24-02174	78.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	39.77
P24-02405	4,656.28	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,265.00-
P24-02503	2,868.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	977.45-
		010-5300	GENERAL FUND/DUES AND MEMBERSHIPS	64.55-
			Total PO P24-02503	1,042.00-
P24-02593	9,379.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	567.92-
		010-5300	GENERAL FUND/DUES AND MEMBERSHIPS	46.08-
			Total PO P24-02593	614.00-
P24-02615	73,500.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	48,500.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	9,000.00
			Total PO P24-02615	57,500.00
P24-02622	172,576.94	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	109,576.94
P24-02683	285.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	19.65
P24-02684	5,386.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	144.08-
P24-02729	390.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3.54
P24-02740	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,009.61
P24-02748	596.01	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	565.96-
P24-02877	246.62	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	47.36
P24-02899	1,731.39	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	92.83
P24-02904	3,308.21	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	53.63
P24-02916	3,539.91	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	72.08-
P24-02954	763.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.75
P24-02959	286.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	39.36
P24-02975	25.35	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.05-

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.

Includes Purchase Orders dated 12/01/2023 - 01/05/2024

Total PO Changes 244,466.92

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Consent Agenda

Approval of Notice of Completion, 2023 Pavement Rehabilitation Project, Bid #22-05 (Mitchell/Miller)

The contractor, BC Rincon Construction Inc., has completed the work of Bid #22-05 to perform the work for 2023 Pavement Rehabilitation Project – Lopez & McAuliffe, as of August 14, 2023. It is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder’s Office.

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 approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #22-05, 2023 Pavement Rehabilitation Project, with BC Rincon Construction Inc.

ADDITIONAL MATERIALS:

Attached: [Notice of Completion \(1 Page\)](#)

Return Recorded Notice of Completion to:

Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: Lopez Academy, 647 West Hill Street, Oxnard, CA 93033
McAuliffe School, 3300 W. Via Marina Ave., Oxnard, CA 93035

for Bid #22-05 and Agreement #23-58, 2023 Pavement Rehabilitation Project:

That on or about the 21st day of June 2023, the said Oxnard School District of Ventura County entered into a contract with BC Rincon Construction Inc. for the work of site improvements located at the school sites listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 14th day of August 2023; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

Anabolena DeGenna, being first duly sworn deposes and says: that she is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that she therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that she has read the forgoing notice and knows the contents thereof; that she has personal knowledge of the facts therein stated; that the same are true.

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2024, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Change Order #001 to Construction Services Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses 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 the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill Elementary School.

On January 19, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody Architects for architectural services relating to the Driffill Elementary School New Transitional Kindergarten Facilities.

On May 17, 2023 the Board entered into an agreement with Viola Inc. to serve as the Lease-Leaseback Contractor for the project.

In the course of demolition, it was discovered that an Intermediate Distribution Frame (IDF) servicing the kindergarten classrooms scheduled to remain required relocation in order for the demolition to proceed. This Change Order is for the work by Viola Inc. to remove, relocate, and rewire the IDF to a new location in the kindergarten building.

FISCAL IMPACT:

\$5,339.78 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #001 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Project, in the amount of \$5,339.78.

ADDITIONAL MATERIALS:

Attached: [Change Order #001 \(2 Pages\)](#)

[Potential Change Order #001 \(6 Pages\)](#)

[Construction Services Agreement #22-238, Viola Inc. \(24 Pages\)](#)



CHANGE ORDER

Date: 01-17-2024

CHANGE ORDER NO. 001

PROJECT: Drifill Elementary School ECDC
O.S.D. BID No. N/A
O.S.D. Agreement No. 22-238

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

ARCHITECT Flewelling & Moody
 99 South Lake Ave. #300
 Pasadena, CA 91101

CONTRACTOR: Viola Inc.
 5811 Olivas Park Dr. #204
 Ventura, CA 93003
Attn: Mr. Michael Viola

Architects Proj. No.: 3057.0000
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-123351

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

ORIGINAL CONTRACT SUM.....	\$ 3,462,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 3,462,000.00
NET CHANGE -	\$ 5,339.78

Total Change Orders to Date: \$ 5,339.78

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.:..... \$ 3,467,339.78

Anticipated Commencement Date..... **November 01, 2023**

Actual Commencement Date:November 01, 2023

Original Completion Date:August 30, 2024

Original Contract Time:307 Calendar Days

Time Extension for all Previous Change Orders:Zero Days

Time Extension for this Change Order:Zero Days

Adjusted Completion Date:August 30, 2024

PercentageZero Percent (0%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Relocate IDF into KD Building			5,339.78	
2.					
3.					
4.					
5.					
6.					
	Totals			5.339.78	

Total Change Order No. 001..... \$ 5,339.78

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

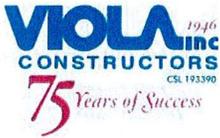
DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



PCO #001

Viola Incorporated
 PO BOX 5624
 Oxnard, California 93031
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 23-29 - Drifill New PK, TK and Kindergarten Classroom
 910 South E Street
 Oxnard , California 93030

Prime Contract Potential Change Order #001: CE #001 - Existing IDF relocation

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. PO Box 5624 Oxnard, California 93031
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - Drifill New PK, TK and Kindergarten Classroom
REQUEST RECEIVED FROM:	Tiffany Clendening (Smith Mechanical - Electrical - Plumbing)	CREATED BY:	Patrick Waid (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	11/21/2023
REFERENCE:	RFI 001	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Yes	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	5 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$5,339.78

POTENTIAL CHANGE ORDER TITLE: CE #001 - Existing IDF relocation

CHANGE REASON: Unforeseen Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #001 - Existing IDF relocation

This proposal contains additional costs to relocate existing IDF box from building scheduled to be demolished. Work shall be in accordance with direction given by District IT and RFI response 001.

ATTACHMENTS:

[001 - IDF Cabinet Relocation.pdf](#)

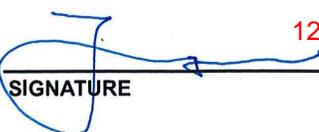
NOTE:
APPROVED FOR \$5,339.78.
NO ADDED DAYS.

#	Budget Code	Description	Amount
1	26-20-00.S Low-Voltage Electrical Distribution.Commitment	Relocate existing IDF box	\$4,866.00
Subtotal:			\$4,866.00
Fee (6.00% Applies to all line item types.):			\$291.96
Insurance (2.50% Applies to all line item types.):			\$128.95
Bond (1.00% Applies to all line item types.):			\$52.87
Grand Total:			\$5,339.78

Jun Tanaka (Flewelling & Moody)

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 PO Box 5624
 Oxnard, California 93031


 SIGNATURE DATE 12/05/2023

 SIGNATURE DATE

DocuSigned by:

 AB0FAE16E6E4413...
 SIGNATURE DATE 11/21/2023

Extra Work Proposal Labor and Material Breakdown



Job # : 60110001

Date : 11/21/2023

Job Name : Drifill Elementary School

Extra Work Proposal # : 1

Description of work:

Includes relocation of existing IDF cabinet in classroom to be demo'd. Includes relocating IDF cabinet to new location. Includes providing power in new location to power existing IDF cabinet.

Pricing Breakdown:

ACCO Electrical-Field			\$	2,186.23
Subcontracts	TACIFKOM ✓		\$	2,202.24 ✓
Sales Tax		9.25%	\$	33.69
TOTAL COST			\$	4,422.16
+ Overhead		15%	\$	332.99
+ Subcontracts Overhead/Fee		5%	\$	110.11
Total Extra Work Proposal Price			\$	4,866.00

Time extension required because of labor added by this change is 2.5 workdays

This proposal includes 20 straight time field hours, - overtime field hours,
- double time field hours, & - shift work field hours.

ACCO is:
 Proceeding with this work: _____ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Tiffany Clendening**
 Project Manager

Date: 11/21/2023

Approved by: 
 Signature

Date: 12/4/23

SEE ATTACHED.

EWP #: 1

Extra Work Proposal Breakdown



Job #: 60110001

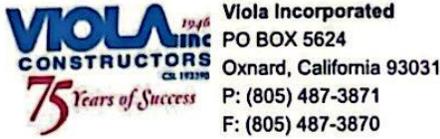
Job Name: Drifill Elementary School

Date: 11/21/2023

ELECTRICAL - FIELD INSTALL		HRS (ST)	HRS(OT)	HRS(DT)	HRS(SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$ / OTHER \$	TOTAL \$
Investigation Time		2.0				\$ 91.10	\$ 182.20	\$ -	\$ 182.20
Labor and Material		16.0				\$ 91.10	\$ 1,457.60	\$ 364.23	\$ 1,821.83
Coring and Penetration		2.0				\$ 91.10	\$ 182.20	\$ -	\$ 182.20
Electrical Field Totals:		20.0	0.0	0.0	0.0		\$ 1,822.00	\$ 364.23	\$ 2,186.23
SUBCONTRACTS		TOTAL \$							
Electrical									\$ 2,202.24
Subcontract Total:									\$ 2,202.24

PACIFICAM

TO BE DELETED



Project: 23-29 Drifill New PK, TK and Kindergarten Classroom
910 South E Street
Oxnard , California 93030

RFI #1: IDF Box Location Inquiry

Status	Open		
To	Jun Tanaka (Flewelling & Moody) (Response Required) Sam Sahand (Flewelling & Moody)	From	Jentsen Cadacio (Viola Inc.) PO Box 5624 Oxnard, California 93031
Date Initiated	Nov 15, 2023	Due Date	Nov 29, 2023
Location		Project Stage	Course of Construction
Cost Impact	TBD	Schedule Impact	TBD
Spec Section	26 00 00 - Electrical	Cost Code	
Drawing Number	E-1.03	Reference	
Linked Drawings			
Received From	Jentsen Cadacio (Viola Inc.)		
Copies To	Jentsen Cadacio (Viola Inc.), Tiffany Clendening (Smith Mechanical - Electrical - Plumbing), Mike Ellis (Viola Inc.), Gerald Schober (Caldwell, Flores, Winters, Inc), Loretta Steele (Flewelling & Moody), Patrick Waid (Viola Inc.), Laura Zisko (Viola Inc.)		

Activity

Question

Question from Jentsen Cadacio Viola Inc. on Wednesday, Nov 15, 2023 at 02:33 PM PST

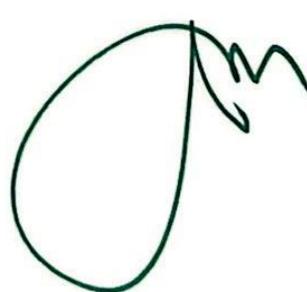
Hello Team, After walking the site with the district, CFW, and Flewelling & Moody today, the existing IDF box in portable 14 will need to be relocated prior to the demolition of the building. Location is not specified within plans. In addition, on page E-1.03 in the plans, there is a directive to connect new Building 10 & 8 Communication and Data to a non-existing box in the storage area. We would like to clarify that the new buildings will need to connect to wherever the IDF is relocated for sufficient pathway to new buildings. Please advise.

Attachments

- 1700087507291.739014_templimage.jpeg, 1700087507213.935791_templimage.jpeg,
- 1700087507132.979004_templimage.jpeg, 1700087507066.450195_templimage.jpeg,
- 1700087506923.492920_templimage.jpeg

Awaiting an Official Response

PLEASE CONNECT NEW BUILDINGS TO
RELOCATED IDF

 11/16/23

Per job walk existing IDF needs to be relocated to the building that is to remain and connected to new buildings.
Sam Sahand - F&M - 11/17/2023

MARK UP AND LABOR COSTS	LABOR COST	\$1,500.00
	PROFIT & OVERHEAD LABOR	\$225.00
	TOTAL LABOR	\$1,725.00

TOTAL CHANGE ORDER AMOUNT: **\$2,202.24**

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

Authorized Signature: *Dan Higginbotham*
 Dan Higginbotham Project manager

This proposal may be withdrawn by us if not accepted within 15 days.

Smith MEP

DATE: _____

CONTRACTOR

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. I agree to contingencies upon strikes, accidents or delays beyond our control. Our workers are fully covered by workmen's compensation insurance.

In Process

OSD AGREEMENT #22-238

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Seventeenth (17th) day of May, 2023, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola, Incorporated which is a contractor licensed by the State of California, with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Driffill Elementary School, located at 910 South E Street, Oxnard, CA 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cent (\$27,870.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen

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from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

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SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

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- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District

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Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications

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by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its

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principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease.

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In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary

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investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous

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materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

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OSD AGREEMENT #22-238

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

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OSD AGREEMENT #22-238

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. 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 Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola, Incorporated
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/CEO

If to the District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Karling Aguilera-Fort, Superintendent

With A copy to:

Emilio Flores, CBO
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If 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, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

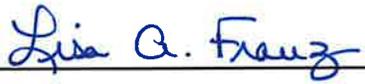
CONTRACTOR

THE DISTRICT

Viola, Incorporated

Oxnard School District,
A California school district

By: 
Title: PRESIDENT / CEO
Date: 5-8-2023


Director, Purchasing
5-18-2023

OSD AGREEMENT #22-238

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

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OXNARD SCHOOL DISTRICT

Driffill K-8 New Transitional Kindergarten Facilities Project

CONSTRUCTION SERVICES AGREEMENT

May 17, 2023

OSD AGREEMENT #22-238

EXHIBIT B

**Oxnard School District – Drifill New PK, TK
and Kindergarten Classroom Project
Preconstruction Services**

The District desires to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cents (\$27,870.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off- site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, “DSA”), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District’s Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

OSD AGREEMENT #22-238

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

OSD AGREEMENT #22-238

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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OSD AGREEMENT #22-238

- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Viola, Incorporated

By: 

Title: PRESIDENT / CEO

Date: 5-8-2023

THE DISTRICT

Oxnard School District,
a California school district

By: 

Title: Director, Purchasing

Date: 5-18-2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 17, 2024

Agenda Section: Section C: Consent Agenda

Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, Second Quarter (Torres)

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district during the quarter indicated above.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2023-24 Quarterly Report on Williams Uniform Complaints, second quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [UCP 2023-24 2nd qtr 2023-24 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]
Fiscal Year 2023-24



**VENTURA COUNTY
OFFICE OF EDUCATION**
Dr. César Morales, County Superintendent of Schools

District: _____
Person completing this form: _____
Title: _____

Quarterly Report Submission Date: October 31, 2023 (7/1 to 9/30)
(please check one) January 31, 2024 (10/1 to 12/31)
 April 30, 2024 (1/1 to 3/31)
 July 31, 2024 (4/1 to 6/30)

Date information will be reported publicly at governing board meeting: _____

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment	0	0	0
TOTAL:	0	0	0

Dr. Anabolena DeGenna

Print Name of District Superintendent

Signature of District Superintendent

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 17, 2024

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: [Classified Personnel Actions 01.17.24 \(2 pgs\).pdf](#)

New Hires

Juarez Gamino, Jocelyn	Paraeducator-Special Education, Position #9221 McAuliffe 5.75 hrs./183 days	12/11/2023
Meza, Jose G.	Plumber, Position #72 Maintenance 8.0 hrs./246 days	12/18/2023
Preciado, Richard S.	Maintenance Worker II, Position #827 Maintenance 8.0 hrs./246 days	12/18/2023
Reyes, Miguel A.	Paraeducator-Special Education, Position #1951 Lopez 5.75 hrs./183 days	12/05/2023
Zaragoza, Sandra L.	Office Assistant II, Position #12320 Transportation 8.0 hrs./246 days	12/11/2023

Limited Term/Substitutes

Bales, Valentina	Campus Assistant (Substitute)	11/27/2023
Banuelos, Vanessa	Paraeducator (Substitute)	12/07/2023
Bernal, Lucy	Clerical (Substitute)	11/13/2023
Cejas Arenas, Elizabeth	Paraeducator (Substitute)	01/08/2024
Cordero, Nydia	Campus Assistant (Substitute)	11/27/2023
Fernandez, Leonnie	Campus Assistant (Substitute)	12/08/2023
Herrera, Adan	Campus Assistant (Substitute)	11/27/2023
Maestas, Anna	Paraeducator (Substitute)	11/28/2023
Mendoza, Lupita	Campus Assistant (Substitute) Clerical (Substitute)	11/27/2023 12/18/2023
Molina, Nayely	Campus Assistant (Substitute)	11/27/2023
Perez, Marina	Clerical (Substitute)	12/12/2023
Ramirez, Regol	Custodian (Substitute)	12/11/2023
Torres, Christian	Clerical (Substitute)	12/12/2023

Reinstatement

De Loera, Candelaria N.	Risk Management Specialist, Position #10290 Risk Management 8.0 hrs./246 days	12/04/2023
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Promotion

Aguilera, Naomi	Risk Management Specialist, Position #97 Risk Management 8.0 hrs./246days School Office Manager, Position #2134 Kamala 8.0 hrs./214 days	01/08/2024
Torres, Ricardo A	Senior Payroll Technician, Position #9178 Budget & Finance 8.0 hrs./246 days Payroll Technician, Position #9175 Budget & Finance 8.0 hrs./246 days	12/01/2023

Transfers

Ayala, Rocio A.	Child Nutrition Worker, Position #2214 Fremont 5.0 hrs./185 days Child Nutrition Worker, Position #2219 Child Nutrition Services 5.0 hrs./185 days	12/11/2023
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Transfers (Cont.)

Ortiz, Jennifer R.	Campus Assistant, Position #2988 Fremont 5.25 hrs./180 days Campus Assistant, Position #8827 Fremont 4.25 hrs./180 days	12/11/2023
Perez, Manuel R.	Custodian, Position #1051 Curren 8.0 hrs./246 days Custodian, Position #10468 Custodial Services 8.0 hrs./246 days	10/02/2023
Thomas, Elise M.	Child Nutrition Worker, Position #2280 Marina West 5.0 hrs./185 days Child Nutrition Worker, Position #10518 Marina West 5.0 hrs./185 days	12/04/2023

Release From Probation

12174	Payroll Technician, Position #11731 Budget & Finance 8.0 hrs./246 days	12/01/2023
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Resignations

Acosta Gastelum, Kimberly P.	Paraeducator-General Education, Position #11306 Marshall 6.0 hrs./183 days	01/05/2024
Alvarez, Christian M.	Technology Services Technician, Position #10445 Information Technology 8.0 hrs./220 days	01/03/2024
Barajas, Emiliano	Paraeducator-General Education, Position #10691 Marshall 8.0 hrs./183 days	01/05/2024
Guillen, Adrianna I.	Paraeducator-Special Education, Position #10601 Special Education 8.0 hrs./183 days	01/05/2024
Hernandez, Francisco J.	District Translator, Position #7157 Special Education 8.0 hrs./246 days	01/05/2024
Magana Mendez, Ericka	Outreach Specialist, Position #563 Chavez 8.0 hrs./180 days	12/15/2023
Ramirez, Martha J.	Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days	12/15/2023
Ruiz, Geydi L.	Health Assistant, Position #8435 Pupil Services 5.75 hrs./183 days	12/28/2023

Retirement

Corona, Paula	Child Nutrition Worker, Position #2176 Frank 5.5 hrs./185 days	01/05/2024
Sanchez Hernandez, Graciela	Child Nutrition Worker, Position #2221 Frank 5.0 hrs./185 days	03/15/2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 17, 2024

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Torres/Fuentes)

Establish

A five-hour and forty five-minute 183-day Paraeducator-Special Education position number 2142 to be established in the Special Education Department. This position will be established to update the Paraeducator III position to the new job description of Paraeducator Special Education.

A six-hour 183-day Paraeducator-General Education position number 11994 to be established at Lemonwood School. This position will be established to provide additional support.

Abolish

a seven-hour 183-day Health Care Technician position number 10400 to be abolished from the Pupil Services department. This position will be abolished as it is being replaced with a Health Assistant Position.

a seven-hour 183-day Health Care Technician position number 10401 to be abolished from the Pupil Services department. This position will be abolished as it is being replaced with a Health Assistant Position.

FISCAL IMPACT:

Cost for 1 Paraeducator-Special Education position: \$872.61 SPED-Idea Basic Local Assistance Funds.

Cost for 1 Paraeducator-General Education position: \$48,505.25 ELOP Funds.

Savings for 2 Health Care Technicians: \$139,696.00 Supplemental Concentration 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 and abolishment of positions as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: January 17, 2024

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-179 – Stephanie Enriquez, M.A. (Fox/Jenks)

Stephanie Enriquez, M.A. will provide support to 7th and 8th grade Social Science teachers for the implementation of the History/Social Science Framework.

Term of Agreement: January 18, 2024 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$4,450.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-179 with Stephanie Enriquez, M.A.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-179, Stephanie Enriquez, M.A. \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

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. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider 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.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider 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. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. 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 Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following 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.

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. 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.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

**Proposal for Professional Development
Facilitated by
Stephanie Enriquez, M.A.
to
Oxnard Elementary School District (2023-2024)**

Support for History-Social Science Framework Implementation

Goals: Provide facilitation, collaboration, and materials on the CA History-Social Science Framework

Participants:

District TOSA
History Social Science Teachers

Duration:

4 days of collaboration with District TOSA (TBD)
Jan. 16
Jan 25

Date(s)	Deliverables	Cost
2023-2024	<ul style="list-style-type: none"> • Provide in person support for implementation of History-Social Science Framework • Creation of presentation • Handout creation <ul style="list-style-type: none"> ○ Printed handouts will be provided by district 	\$1,600/full day training \$3,200 for two in person trainings
2023-2024	<ul style="list-style-type: none"> • Collaboration via zoom with District TOSA <ul style="list-style-type: none"> ○ Dates TBD and mutually agreed upon ○ Includes prep 	\$250.00/meeting
2023-2024	<ul style="list-style-type: none"> • Business Office processing 	\$250.00
		\$4,450.00

Provided by: Stephanie Enriquez, M.A.
Educational Consultant
4858 Lafayette Street
Ventura CA 93003
Email: sdenriquez4@gmail.com

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #23-02 and Approval of Agreement #23-228 for Roofing Project – Educational Service Center (Mitchell/Miller)

Formal bids were solicited for Bid #23-02, Roofing Project – Educational Service Center, pursuant to Public Contract Code 20110. Five bids were received and opened at 2:00 p.m., Friday, December 8, 2023. The Bid Summary is attached.

FISCAL IMPACT:

\$909,900.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-02, Roofing Project – Educational Service Center, and enter into Agreement #23-228 with Pacific Builders & Roofing Inc., in the amount of \$909,900.00.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

[Agreement #23-228, Pacific Builders & Roofing Inc. \(15 Pages\)](#)

OXNARD SCHOOL DISTRICT



School/Dept: Educational Service Center
Project Description: Roofing Project
OSD BID NO. 23-02

BIDDERS	BASE BID
Best Contracting Services	910,450.00
Channel Islands Roofing	1,078,328.00
Commercial Roofing Sys.	1,117,118.00
Pacific Builders	909,900.00
Eberhard	948,000.00



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number _____

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are 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 an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **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 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider 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.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS 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 arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. 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; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **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.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **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.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #23-03 and Approval of Agreement #23-229 for Roofing Project – Sierra Linda (Mitchell/Miller)

Formal bids were solicited for Bid #23-03, Roofing Project – Sierra Linda, pursuant to Public Contract Code 20110. Two bids were received and opened at 2:00 p.m., Friday, December 8, 2023. The Bid Summary is attached.

FISCAL IMPACT:

\$1,489,000.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-03, Roofing Project – Sierra Linda, and enter into Agreement #23-229 with Eberhard, in the amount of \$1,489,000.00.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

[Agreement #23-229, Eberhard \(15 Pages\)](#)

OXNARD SCHOOL DISTRICT



School/Dept: Sierra Linda School
Project Description: Roofing Project
OSD BID NO. 23-03

BIDDERS	BASE BID
Commercial Roofing	1,599,438.00
Eberhard	1,489,000.00



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are 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 an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **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 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider’s services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider 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.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS 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 arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. 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; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **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.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **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.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: January 17, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-230 – 7Mindsets Academy, LLC (Fox/Nocero)

7Mindsets Academy, LLC will provide virtual training to staff at 10 schools in the Oxnard School District on Modules that can be used to provide alternatives to suspension for students in grades 5th-8th. The Modules will also provide Tier 2 support for students' SEL & Behavior needs during the 2023-2024 and 2024-2025 school years.

Term of Agreement: January 18, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed \$15,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-230 with 7Mindsets Academy, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-230, 7 Mindsets Academy, LLC \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

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. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider 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.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider 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. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. 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 Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following 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.

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. 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.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Quote Number	00009057	Prepared By	Taylor Kinzer
Quote Date	12/19/2023	Email	taylor.kinzer@7mindsets.com
Expiration Date	12/23/2023		

CONTACT INFORMATION

Contact Name: Jodi Nocero
Contact Email: jnocero@oxnardsd.org

Prepared For: Oxnard School District
Billing Address: 1051 S A St
Oxnard, CA 93030
United States

Notes

Quote Notes: This proposal represents the virtual training for each of the 10 school sites.

Terms

License Start Date	1/18/2024	License End Date	6/30/2025
Subscription Terms	Other (Subscription in Months)	Payment Terms	Net 30

Product Description	Quantity	Sales Price	Total Price
BASE Education Professional Services Bronze Package- Webinar	15.00	\$1,000.00	\$15,000.00
	Subtotal	\$15,000.00	
	Grand Total	\$15,000.00	

License applies to the following School(s) or Group(s)

Product Terms & Definitions

Subscription Services Terms

The subscription Services are delivered under a limited, non-exclusive, non-transferrable, non-sublicensable, revocable license, subject to the Terms and Conditions on the Agreement between 7 Mindsets and the Purchaser. The number of license and applicable feed will be specified in the Order Form. The Purchaser's access to the use of the Service is permitted during the Term of the license. The License Start and End dates for the Subscription Services are listed in the above terms. Renewal notifications will be sent to the Customer sixty (60) days before the License End Date, and invoices will be generated within thirty (30) days of the License End Date.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #23-04 and Approval of Agreement #23-232 for Roofing Project – Enrollment Center/Chavez/Driffill (Mitchell/Miller)

Formal bids were solicited for Bid #23-04, Roofing Project – Enrollment Center/Chavez/Driffill, pursuant to Public Contract Code 20110. Three bids were received and opened at 2:00 p.m., Friday, December 8, 2023. The Bid Summary is attached.

FISCAL IMPACT:

\$199,109.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-04, Roofing Project – Enrollment Center/Chavez/Driffill, and enter into Agreement #23-232 with Channel Islands Roofing Inc., in the amount of \$199,109.00.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

[Agreement #23-232, Channel Islands Roofing Inc. \(15 Pages\)](#)

OXNARD SCHOOL DISTRICT



School/Dept: Enrollment Center/Chavez/Driffill
Project Description: Roofing Project
OSD BID NO. 23-04

BIDDERS	BASE BID
Channel Islands Roofing	199,109.00
Commercial Roofing Sys.	245,067.00
Pacific Builders	249,000.00



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are 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 an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **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 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider 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.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS 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 arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. 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; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **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.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **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.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: January 17, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-235 – Ballet Nepantla (Fox/Shea)

Ballet Nepantla will provide performances of Nacimiento and post show Q&A, and a master class with students and families in the Oxnard School District through the Expanded Learning Opportunity Program. Ballet Nepantla pushes creative boundaries and examines the cultural, historical, and political identities of being Mexican, being American, and artistic production while living in both worlds.

Dates of Service: February 21 & 22, 2024

FISCAL IMPACT:

Not to exceed \$18,000.00 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-235 with Ballet Nepantla.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-235, Ballet Nepantla \(4 Pages\)](#)
[Proposal \(3 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

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. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider 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.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider 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. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. 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 Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following 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.

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. 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.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

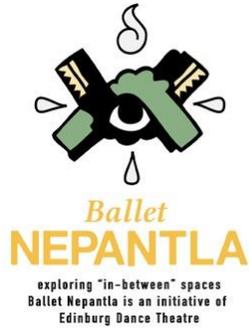
Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Artist: [Ballet Nepantla](#)
Founder: [Andrea Guajardo](#)
Event type: Dance
Show title: "Nacimiento"
Timeframe: Q1- 2024

OFFER SHEET – Oxnard School District

PROPOSAL & DESCRIPTION OF SERVICES:

Ballet Nepantla proposes to perform *Nacimiento*, a historical ballet that explores the birth of the mestizaje with the emergence of Christianity and Christmas in the New World, at the Oxnard School District in Oxnard, California, on February 21 and 22, 2024. Ballet Nepantla also offers a master dance class to selected students and/or faculty and staff from the Oxnard School District.

COMPANY BACKGROUND:

South Texas dancer and choreographer Andrea Guajardo founded Ballet Nepantla in December 2016, when she partnered with Martin Rodríguez, former principal dancer at Grandeza Mexicana in Los Angeles. After graduating from the Fordham/Ailey BFA program in New York City in 2013, Andrea danced with contemporary touring company Momix for three years. In 2016 she enlisted Martin's folklórico talent and experience, and together they envisioned a professional concert dance company that could fuse the genres of classical and contemporary ballet with Mexican folklórico. Public response to their inaugural show, *Sin Fronteras*, in September 2017 in Queens, New York, encouraged them to forge ahead. More than six years later they have produced four full-length ballets: (1) *Sin Fronteras*, a medley of stories from across Mexico; (2) *Valentina* (2019) highlights the strength and resilience of women during Revolutionary Mexico; (3) *Mística* (2021) honors the dead; (4) and *Nacimiento* (2023) explores the birth of the mestizaje. Since the fall of 2017, Ballet Nepantla has taken its ballets on 26 tours across the country and internationally.

Ballet Nepantla takes its identity from the artistic inspiration to explore the spaces in-between classical/contemporary ballet and traditional Mexican folklórico. The company delves into cultural, historical, and artistic spaces of tension, conflict, and ambiguity by bringing together contrasting artistic traditions. The *Texas Observer* described Ballet Nepantla's fusion as "contemporary dancers who weave in and out of the folklórico dancers in an ethereal braid entwining new and old, seduction and pursuit, and life and death" (September 2017). New York Latin Culture Magazine said, "What New York City Ballet's George Balanchine did with the folkloric dances of his native Russia, Ballet Nepantla is doing with the folkloric dances of Mexico" (February 2019). *The Monitor* called Nepantla "an ambassador for folklórico and Mexican culture (October 2019).

Ballet Nepantla is also a search for identity, as it examines the cultural, historical, and political identities of being Mexican, being American, and artistic production while living

in both worlds. In the spirit of Gloria Anzaldúa, Ballet Nepantla pushes creative boundaries as a “forerunner of a new form” (1987) of dance. Anzaldúa was raised in the same place where Ballet Nepantla founder and artistic director Andrea Guajardo grew up. Both were inspired by the verve and vigor of growing up in the borderlands. Anzaldúa popularized the idea of Nepantla, a Nahuatl term that means to be in a state of in-between-ness: in the world of art, literature, cultural criticism, and really, anywhere.

This dance company exists as a significant artistic, organizational, and historical marker. According to noted cultural anthropologist Olga Nájera Ramírez, there has not yet been a sustained professional concert dance company in the United States that represents Mexican folklórico. Traditional folklórico companies tend to be non-professional and community based. As Ballet Nepantla enters its seventh year of artistic production, it stands as testament to what is possible for artists in the Latino community who seek to forge new ground in the world of professional art.

In 2021, the company produced its third production titled *Mística*, a full-length ballet that features traditional dance pieces that honor the dead, as well as those who perished because of Covid-19. In 2023, Ballet Nepantla produced its most recent full-length ballet entitled *Nacimiento*.

SHOW DESCRIPTION:

A historical ballet, *Nacimiento* explores the birth of the mestizaje with the emergence of Christianity and Christmas in the New World. The ballet presents pre-Hispanic rituals next to the impact of colonization on the Americas.

Through dances that fuse contemporary and classical ballet with Mexican folklórico, *Nacimiento* examines stories of La Malinche, Juan Diego and the Virgen de Guadalupe, and other historical characters whose stories are seminal to the emergent identities of the New World.

A womanist orientation guides the performance, as storytellers emerge in the guise of La Malinche, Mayan and Aztec women, Reinas Magas and La Virgen de Guadalupe. These central characters intersect with traditional characters such as Cortés, Juan Diego and others as they enact fresh discourses in the rise of a new people, new traditions, and a new way of life.

Nacimiento demonstrates the festive nature of how Mexican Christmas traditions are celebrated today in Great Mexico through posadas and other celebratory dances that retell the story of the Nativity.

GENERAL SCHEDULE & INFORMATION:

VENDOR: Ballet Nepantla, an affiliate of the Edinburg Dance Theater

VENUE: Oxnard, California

DATE: February 21 & 22, 2024

TIME: TBD

LENGTH: Full length ballet with 15-minute intermission and post-performance Q&A session

PERSONNEL: 10 Ballet Nepantla dancers
1 technical crew member

FEE: **\$9,000 per day, total \$18,000:** (All inclusive- travel, hotels, per diems).

DELIVERABLES: **Per day:** (1) 90-minute performance; (2) Master dance class; (3) Q&A Session with public audience (or selected audience).

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-236 with Edwards Construction Group, Inc. to construct Three (3) Modular Classrooms for the Rose Avenue ECDC Project (Mitchell/Miller/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses 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 the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

The Rose Ave ECDC Project consists of modernization of three existing kindergarten classrooms and installation of three new modular classrooms along with associated sitework. The new facilities will be built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The classrooms are proposed to be located on the northwest corner of the site where the three existing kindergarten classrooms (Rooms 501, 502, and 503) are located. On October 18, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody Architects for architectural services relating to the Rose ECDC Project.

Pursuant to District direction, on October 13, 2023, CFW, Inc., issued an RFQ/P to Lease-leaseback contractors to provide preconstruction services for the design and construction of three new modular classrooms. Edwards Construction Group, Inc. responded with a timely proposal to provide the new classrooms per the RFQ/P published.

The proposal and subsequent Construction Service will enable the District to align with the goals set forth within the Enhanced Master Construct Program.

Term of Agreement: January 18, 2024 through June 30, 2024

FISCAL IMPACT:

\$17,500.00 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-236 with Edwards Construction Group, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-236, Edwards Construction Group, Inc. \(24 Pages\)](#)

OSD AGREEMENT #23-236

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Seventeenth (17th) day of January, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Edwards Construction Group, Inc. which is a contractor licensed by the State of California, with its principal place of business at 2045 Preisker Lane, Suite A, Santa Maria, CA 93454 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 Rose Avenue, Oxnard, CA 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the “Financing”); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term “Construction” as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term “Construction Documents” means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the “Architect”) and specifications approved by the District, the Division of the State Architect (“DSA”), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term “Contract Documents” as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the “General Conditions”), and the Construction Documents. The term “Contract Documents” shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term “Guaranteed Maximum Price” or “GMP” as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term “Preconstruction Services” as used in this agreement means to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term “Project Manual” shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term “Site Lease” as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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- J. **Specifications.** The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term “Sublease” as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term “Sublease Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term “Tenant Improvement Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **Seventeen Thousand Five Hundred Dollars and No Cents (\$17,500.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen

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from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice

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from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

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- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage (“Vandalism”) which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project’s design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District

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Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications

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impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if

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said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Eric Marlow as Project Manager for the Project. So long as Eric Marlow remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and

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Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the

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interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste

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profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
 - (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or

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regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

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SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. 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 Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Edwards Construction Group, Inc.
2045 Preisker Lane, Suite A
Santa Maria, CA 93454
Attn: Brad Edwards, President

If to the District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With a copy to:

Emilio Flores, CBO
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

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SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

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SECTION 31. SEVERABILITY

If 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, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Edwards Construction Group, Inc.

By: _____

Title: _____

Date: _____

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Title: Director, Purchasing

Date: _____

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

EXHIBIT B

Oxnard School District – Rose Avenue New

PK, TK and Kindergarten Classroom Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Seventeen Thousand Five Hundred Dollars and No Cents (\$17,500.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off- site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, “DSA”), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District’s Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District’s Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District’s Notice to Proceed (“NTP”). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District’s contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect’s design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Edwards Construction Group, Inc.

By: _____

Title: _____

Date: _____

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-237 with Edwards Construction Group, Inc. to Construct Ten (10) Modular Classrooms for the Marina West ECDC Project (Mitchell/Miller/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classroom, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On September 27, 2023, the State Allocation Board approved an apportionment of \$7,652,418 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Marina West Elementary School ECDC.

On October 18, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody Architects for architectural services relating to the Marina West Elementary School ECDC.

Pursuant to District direction, on October 17, 2023, CFW, Inc. issued an RFP/Q to lease-leaseback contractors to provide preconstruction services for the design and construction of ten new modular classrooms. Edwards Construction Group, Inc. responded with a timely proposal to provide construction services for the new classrooms per the RFQ/P published.

The proposal and subsequent Construction Services will enable the District to align with the goals set forth within Enhanced Master Construct Program.

Term of Agreement: January 18, 2024 through June 30, 2024

FISCAL IMPACT:

\$35,000.00 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-237 with Edwards Construction Group, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-237, Edwards Construction Group Inc. \(24 Pages\)](#)

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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Seventeenth (17th) day of January, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Edwards Construction Group, Inc. which is a contractor licensed by the State of California, with its principal place of business at 2045 Preisker Lane, Suite A, Santa Maria, CA 93454 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marina West Elementary School, located at 2501 Carob Street, Oxnard, CA 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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May 4, 2023

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the “Financing”); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term “Construction” as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term “Construction Documents” means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the “Architect”) and specifications approved by the District, the Division of the State Architect (“DSA”), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term “Contract Documents” as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the “General Conditions”), and the Construction Documents. The term “Contract Documents” shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term “Guaranteed Maximum Price” or “GMP” as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term “Preconstruction Services” as used in this agreement means to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term “Project Manual” shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term “Site Lease” as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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- J. **Specifications.** The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term “Sublease” as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term “Sublease Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term “Tenant Improvement Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **Thirty-Five Thousand Dollars and No Cents (\$35,000.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen

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from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

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SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents

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as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

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- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with

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the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

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SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Eric Marlow as Project Manager for the Project. So long as Eric Marlow remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not

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to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location,

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accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with

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respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

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SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be

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binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. 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 Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Edwards Construction Group, Inc.
2045 Preisker Lane, Suite A
Santa Maria, CA 93454
Attn: Brad Edwards, President

If to the District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With A copy to:

Emilio Flores, CBO
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract

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Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If 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, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined

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in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Edwards Construction Group, Inc.

By: _____

Title: _____

Date: _____

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Title: Director, Purchasing

Date: _____

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

EXHIBIT B

Oxnard School District – Marina West New PK,

TK and Kindergarten Classroom Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Thirty-Five Thousand Dollars and No Cents (\$35,000.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off- site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, “DSA”), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District’s Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District’s Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District’s Notice to Proceed (“NTP”). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District’s contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect’s design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Edwards Construction Group, Inc.

By: _____

Title: _____

Date: _____

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-238 with Enviroplex Inc. to provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Marina West ECDC Project (Mitchell/Miller/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses 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 the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On September 27, 2023, the State Allocation Board approved an apportionment of \$7,652,418 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Marina West Elementary School.

On October 18, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody Architects for architectural services relating to the Marina West ECDC Project.

Pursuant to District direction, on October 16, 2023 CFW, Inc., issued an RFQ/P to modular building suppliers to provide a prequalified proposal for design and construction of ten new modular classrooms. Enviroplex, Inc. responded with a timely proposal to provide the new classrooms per the RFQ/P published.

The proposal and subsequent Construction Services will enable the District to align with the goals set forth within the Enhanced Master Construct Program.

Term of Agreement: January 18, 2024 through June 30, 2025

FISCAL IMPACT:

\$4,316,860.92 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-238 with Enviroplex Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-238, Enviroplex Inc. \(22 Pages\)](#)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSTRUCTION SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this **17th** day of **January 2024**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and Enviroplex, Inc. (“Consultant”), a California Corporation. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

A. District is authorized by California Government Code section 53060 and District’s 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 Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

B. Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

C. The Parties desire to formalize the assignment of the Consultant for performance of services and desire the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

- 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. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from January 18, 2024 through June 30, 2025 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Marina West Elementary School ECDC** (“Project”), as described in the **Enviroplex** proposal dated October 23, 2023.

Time for Performance. The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the Term, Consultant should request a time extension from the District no later than ten (10) days prior to the end of the Term. The request for a time extension should clearly identify the cause(s) for the delay of the completion of

Services within the Term. For this Agreement, the completion date for Services is June 30, 2025. District, will review and provide a response to any request for time extensions within two (2) days of receipt of the request for extension.

- **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services due to the sole negligence or intentionally wrongful acts of Consultant, its agents, or any subconsultants, Consultant will be liable for the reasonable costs of such Additional Services. If Consultant determines that requested Additional Services require additional compensation or time for performance, Consultant should submit a request for additional time and costs no later than ten (10) days of Consultant's receipt of the request for Additional Services. Consultant shall not be obligated to perform Additional Services unless and until Consultant and District mutually agree to a written Amendment to the Agreement incorporating the Additional Services.
- 4. Compensation and Method of Payment.** In exchange for Consultant's services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit "A" – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. 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 not later than forty-five (45) days of receipt of Consultant's correct and undisputed invoice. If any expenses stated within Consultant's invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will pay Consultant within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- 5. Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the reasonable satisfaction of District.
 - b) The specific Services of Consultant to be performed shall be indicated in **Exhibit "D"**, attached to this Agreement.
 - c) Consultant hereby represents and warrants that (a) it possesses the appropriate license(s) issued by the Contractors State License Board of the State of California to perform the services identified in **Exhibit "D,"** required under this Agreement; (b) it has all qualifications Consultant is legally required to perform the services identified in **Exhibit "D"**; (c) it is familiar with all current laws, rules, regulations and other

Agreement restrictions applicable to the Scope of Services under this agreement, with which Consultant is required to comply, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction (“AHJ”) including, but not limited to, the Division of the State Architect (“DSA”), the Office of Public School Construction (“OPSC”), the State Facilities Planning Division (“SFPD”), California Department of Education (“CDE”), the California Department of General Services (“DGS”), the Department of Toxic Substance Control (“DTSC”), the California Environmental Quality Act (“CEQA”), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the Term set forth in this Agreement, as amended throughout the Term ; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other Agreement requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.

- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

6. Responsibilities of District.

- a) District will prepare and furnish to Consultant , such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services. District will not distribute documentation prepared by Consultant to other consultants without Consultant’s explicit written approval.
- d) District shall be responsible for any and all permits required to be obtained by the landowner. Consultant may obtain adjustments to Term or cost for delay due to District failure to timely obtain all required permits or due to government failure to timely process all applications for permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete the Project in accordance with the Agreement, including all Exhibits.

- e) District shall provide for the timely approval and execution of the Agreement, review all requests for additional time and costs in response to Additional Services requests not later than ten (10) days from receipt of request, pay all undisputed invoices not later than forty-five (45) days from receipt of invoice, and review any other documentation that requires District action in order for Consultant to complete the Services within three (3) days of receipt.

Suspension of Work. District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more District shall pay Consultant for all work performed, including all work required to safely cease operations during the Suspension of Work, and for all direct and indirect expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

- 7. **Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
 - a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) 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) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
 - c) Consultant may terminate this Agreement at any time upon ten (10) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for ten (10) calendar days after Consultant's written notice to District.
- 8. **Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon reasonable terms, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
- 9. **Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.

10. Default.

- a) Failure of Consultant to reasonably perform any Services or comply with any material provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the reasonable satisfaction of District. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
- b) In addition to District's termination rights set forth above, if Consultant fails to cure the Default to the

reasonable satisfaction of District, District shall have (i) the right to cure Consultant's Default at reasonable cost to Consultant, ; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset undisputed, reasonable damages, and/or charge Consultant for all undisputed reasonable damages above and beyond unpaid balance of Agreement.

- 11. 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 Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 12. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant's guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 13. 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 four (4) years after termination or expiration of this Agreement, or longer if required by law, upon written notice from District. Such records shall include, at minimum, a detailed record of daily performance, and staff time records.
 - a) Any and all such records or documents shall be made available for inspection, audit, and copying, at reasonable times 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 reasonable and 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.
 - b) 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.
- 14. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of 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 payments under this Agreement.

- 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 officers, agents, and 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.
- 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.

15. Standard of Performance. Consultant represents and warrants that it will perform the Services required under this Agreement in accordance with industry standards. Consultant represents and warrants that its employees and subcontractors have all required licenses, permits, qualifications and approvals that Consultant is required to obtain to permit Consultant to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times , perform all Services described herein in accordance with the industry standard. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the “Standard of Performance”).

16. 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 (“Confidential Information”). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

- 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 Services performed hereunder.

17. Conflict 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 the 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 District. 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.

- a) 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 (i) 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”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures but has not been previously required to do so by District.

_____ (Initials)

18. Compliance with Applicable Laws. In connection with the Services, Consultant shall keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules applicable to the Services performed by Consultant in accordance with the Agreement, including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain all licenses, permits and authorizations that Consultant is legally required to obtain to perform the Services. . District is responsible for any and all permits required to be obtained by the landowner. Contractor may obtain adjustments to schedule or cost for delay due to District failure to timely obtain all required permits or due to government failure to timely process all applications for licenses, permits and authorizations necessary to perform the Services in accordance with the Agreement. Neither District, nor any Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any negligence or intentionally wrongful acts or omissions of Consultant.

a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

19. 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.

20. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e 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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

21. Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBES”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

22. 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, Services or obligations under this Agreement without the prior written consent of District and approval by District's Board of Trustees. 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.

- 23. 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 negligent or intentionally wrongful acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the negligent or intentionally wrongful acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any licenses or certifications such subcontractors are required to obtain to perform the subcontract services.
- 24. District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 25. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list 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; (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.
- 26. Indemnification.**
- a) Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, and employees ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, costs, expenses (including but not limited to attorneys' fees), and/or other liabilities required by this Agreement only to the extent such claims, actions, losses, damages, judgments, and/or other liabilities are caused by the negligent or intentionally wrongful acts or omissions of Consultant or its officers, employees or subcontractors. Consultant shall not be liable or responsible for any claim, demand, action, damage, loss, cost, expense, and/or other liability attributable to the negligence or intentionally wrongful acts or omissions of District or any of District's Board members, officers, officials, and employees.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from

each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. 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. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

- 27. 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 "B"** 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. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**
- 28. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by e-mail, 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. Ana DeGenna, Superintendent
Re: Marina West Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Vice President, Implementation Services
521 N. 1st Avenue
Arcadia, CA 91006
Attention: Gerald Schober
Telephone: (626) 829-8300
Email: gschober@cfwinc.com

To Consultant: **Enviroplex Inc.**
4777 East Carpenter Road
Stockton CA 95215
Telephone: (209) 466-8000
Email: gaylene.givens@enviroplex.com

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

- 29. Disputes.** Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the undisputed Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the

AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 30. Excusable Delays.** 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 delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses 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 or sixty (60) days, whichever is less.
- 31. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement, including its Exhibits and documents incorporated by reference, and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 32. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 33. Waiver.** Waiver by any Party 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. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 34. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 35. 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).
- 36. 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.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

ENVIROPLEX INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: _____

EXHIBIT “A”

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement:

Total Not to Exceed Fee = \$4,316,860.92

II. Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services completed to the District’s reasonable satisfaction, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole reasonable discretion. Trips from any Consultant’s office to District’s office or to the Project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (“SOV”), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

A. Acceptable back-up for billings shall include, but not be limited to:

- a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
- b.** Records for all supplies, materials and equipment properly charged to the Services in accordance with Exhibit A, sections III.B and III.D.
- c.** Records for all travel pre-approved by District and properly charged to the Services in accordance with Exhibit A., section III.A..
- d.** Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services in accordance with Exhibit A, section III.C.

Exhibit “A”

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District in accordance with this section and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

The total compensation for the Services shall be provided for in this Agreement.

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. Consultant shall be reimbursed for all work required to safely cease operations during the Suspension of Work or termination, and for all direct and indirect expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services, or the termination.

After a notice of termination is given, Consultant shall submit to District a final claim for payment. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, prospective losses.

Exhibit "A"

EXHIBIT "B"

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's 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, subcontractors, representatives and/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) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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 thirty (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 Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services 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.

Exhibit "B"

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 necessary to satisfy District that the insurance provisions of this Agreement have been complied with. 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 a 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 Board members, officers, officials, employees, agents, 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.

Exhibit "B"

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: _____

Proper Name of Consultant: _____

Signature: _____

By: _____

Its: _____

EXHIBIT “D”

SCOPE OF SERVICES

Outlined in Enviroplex Attached Proposal, dated October 23, 2023



Oxnard School District -- Marina West Elementary School
(5) TK/Kinder Classrooms -- 72x40 Building -- Foundation by Owner
BUDGETARY PRICING ONLY -- Pricing subject to final design and finishes

2019 CBC

P-back Item #	Description	Unit	Qty	Piggyback Price	Total
1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1000	24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design w/ galvanized standing seam panels, approximately .25:12 dual slope, 5' overhang in front 2'6" rear overhang.	EA	1	\$ 74,457.97	\$ 74,457.97
1006	add 12x40 center module	EA	4	\$ 31,008.38	\$ 124,033.54
1025	Engineering and/or Design Expense (PC reuse; SE foundation design on 2022 code, review, stamp, signature of ENV produced drawings; drafting site-specific plans); DSA 1MR processing, SE signature for Architect's DSA package, scope includes concrete batch mix and rebar submittal review and one site visit at pour in coordination with the site IOR.	Per hr	60	\$ 339.79	\$ 20,387.40
Sub-floor options					
Wood Foundation Options (DSA allows up to 2000 sf)					
ADA Access Ramps					
Concrete Foundations					
Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
Foundation Vents & Flashing					
2304	12" high, 24 ga metal flashing	Per lf	224	\$ 22.00	\$ 4,928.00
Exterior Finish Options					
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4 adder	Per lf	224	\$ 7.66	\$ 1,715.84
Cement based or stucco					
2502	Cement backer, exterior (for use under exterior finish products) adder	Per sf	2,688	\$ 2.54	\$ 6,827.52
2503	3-coat stucco (performed in field at prevailing wage) adder	Per sf	2,688	\$ 24.52	\$ 65,909.76
2505	3-coat stucco control joint	Per lf	1,344	\$ 7.11	\$ 9,555.84
2508	Eisenwall 2-coat stucco system (or equal)	Per sf	2,688	\$ 2.19	\$ 5,886.72
2509	Acrylic Color - Standard Color Selections	Per sf	2,688	\$ 2.19	\$ 5,886.72
Misc exterior finish					
Upgraded Framing construction					
Roofing Options					
Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2700	Shed Roof design	Per module	6	\$ 1,150.50	\$ 6,903.00
2703	Gable end overhang, up to 18"	EA	1	\$ 8,422.55	\$ 8,422.55
2708	Extend front overhang from 5' to 8'	Per module	6	\$ 1,021.45	\$ 6,128.70
Thermal protection					
Enhanced pitch roof (>1/4:12), finish material must be selected below					
Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
GENERAL					
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	182	\$ 56.61	\$ 10,303.02
3003	Interior wall extension from ceiling level to bottom of purlins	Per lf	182	\$ 38.04	\$ 6,923.28
3006	Toilet room, single, cold only (ADA compliant)	EA	3	\$ 11,004.90	\$ 33,014.70
3011	Blocking only, wall mounted accessories, 4x4	Per lf	80	\$ 14.45	\$ 1,156.00
3016	Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	1	\$ 134.91	\$ 134.91
3018	FRP wall panels	EA	440	\$ 3.60	\$ 1,584.00
3020	Ceramic tile on walls with thin set over 1/2" backing (Daltile Groups 1 & 2 or equal)	EA	900	\$ 43.00	\$ 38,700.00
3036	Koroseal - Spellbound or Equal - adder	Per sf	-	\$ 4.40	\$ -
Doors (KD Frames standard)					
3104	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	3	\$ 636.43	\$ 1,909.29
3105	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	2	\$ 2,016.66	\$ 4,033.32
3110	3070 interior wood door in steel frame, solid core, paint finished	EA	3	\$ 1,356.66	\$ 4,069.98
3115	Panic hardware, Von Duprin or equal	EA	4	\$ 2,602.11	\$ 10,408.44
3124	View light, 8x30 (adder)	EA	2	\$ 212.78	\$ 425.56
3231	Side light, 16"x84"	EA	2	\$ 735.10	\$ 1,470.20
Electrical Options					
3300	125 amp 1-phase panel	EA	3	\$ 813.38	\$ 2,440.14
Lights					
3408	Lighted "Exit" sign (battery back-up)	EA	3	\$ 228.55	\$ 685.65

3414	Exterior Door Light - LED w/ Photocell - TWS LED	EA	3	\$ 318.88	\$ 956.64
	Electrical infrastructure				
3502	Duplex receptacle	EA	16	\$ 130.66	\$ 2,090.56
3504	GFI receptacle	EA	5	\$ 159.65	\$ 798.25
3506	Dedicated Circuit	EA	3	\$ 464.19	\$ 1,392.57
3508	4 square box with switch ring and 3/4" conduit stub to attic	EA	12	\$ 99.67	\$ 1,196.04
3509	Conduit 3/4"	Per lf	100	\$ 3.35	\$ 335.00
3514	N-light switching w on/off & dim	EA	2	\$ 148.12	\$ 296.24
3516	N-light three way switching	EA	7	\$ 273.19	\$ 1,912.33
3522	conduit 1 1/2" conduit	LF	100	\$ 5.36	\$ 536.00
	Electrical Specialty				
3605	Exhaust Fan - Orbit 150CFM (or equal)	EA	2	\$ 341.37	\$ 682.74
	Low voltage items				
3703	Rough-in only for FA pull station	EA	1	\$ 115.01	\$ 115.01
3704	Rough-in only for FA interior horn/strobe	EA	1	\$ 118.14	\$ 118.14
4601	Roof mount HVAC, 4 ton, electric (Carrier or equal)	EA	2	\$ 11,733.20	\$ 23,466.40
4606	240V in-service GFI	EA	2	\$ 517.29	\$ 1,034.58
4607	Service disconnect & electrical	EA	2	\$ 571.07	\$ 1,142.14
	Misc HVAC				
4807	Primary condensate line for roof mounted HVAC	EA	3	\$ 1,026.20	\$ 3,078.60
	PLUMBING				
5001	Sink, classroom, SS, w/ bubbler, cold only	EA	4	\$ 2,891.41	\$ 11,565.64
5020	goose neck faucet	EA	2	\$ 434.72	\$ 869.44
5106	Water Heater -- Insta-Hot (2.5 gal or less) or equal	EA	2	\$ 1,580.80	\$ 3,161.60
5203	Hose bib, recessed (wall hydrant)	EA	1	\$ 1,316.50	\$ 1,316.50
5210	Floor Drain	EA	2	\$ 1,330.47	\$ 2,660.94
	Toilet partitions				
	Toilet accessories				
5405	Toilet paper dispenser, surface mount, multi-roll, Bobrick B-2888	EA	2	\$ 154.12	\$ 308.24
	Flooring (all prices per sf unless otherwise noted)				
	Carpet				
5612	Tandus - Broadloom -- Applause III Powerbond	Per sf	2,640	\$ 9.53	\$ 25,159.20
	Top set base				
5702	Burke 4" Vinyl - Roll @ 100' lengths	EA	250	\$ 5.01	\$ 1,252.50
	Tile				
5800	Daltile 1x1 or 2x2 squares (or equal) Group 1 & 2 Colorbody Porcelain Mosaics (or equal)	Per sf	240	\$ 34.05	\$ 8,172.00
	Walk off mats				
5900	Mannington, Recourse II	Per sf	70	\$ 19.23	\$ 1,346.10
	VCT (Vinyl Composition Tile)				
	Sheet Goods				
	Epoxy flooring				
	Flooring transition				
	CASEWORK				
6508	101 24x34x24 single door	EA	2	\$ 874.55	\$ 1,749.10
6521	153 36x34x24 ADA sink base	EA	4	\$ 1,232.16	\$ 4,928.64
6542	211 24x34x24 1 drawer / 1 door	EA	2	\$ 866.42	\$ 1,732.84
6544	212 36x34x24 1 drawer/2 doors	EA	6	\$ 1,237.04	\$ 7,422.24
6572	301 18x30x12 wall hung/1 door	EA	2	\$ 581.94	\$ 1,163.88
6578	302 36x18x12 wall hung/2 door	EA	12	\$ 685.98	\$ 8,231.76
6622	Laminate top / 4" backsplash (Wilsonart or equal)	Per lf	60	\$ 109.14	\$ 6,548.40
6625	Finished end panels	EA	22	\$ 174.60	\$ 3,841.20

Sub-Total \$ 588,886.51

	DISTRICT SPECIFIED ITEMS				
1025	Custom 6 panel windows (final design TBD)	EA	6	\$ 3,875.00	\$ 23,250.00
1025	3-track upper/lower full height sliding marker boards, field installed at prevailing wages	EA	4	\$ 16,972.00	\$ 67,888.00
				Sub-Total	\$ 91,138.00

	PROJECT CLOSE OUT ITEMS				
1	Labor to close out site	hour	180	\$ 110.00	\$ 19,800.00
2	On-Site Labor (plumbing close-out)	hour	40	\$ 268.00	\$ 10,720.00
3	Crane	hour	6	\$ 1,500.00	\$ 9,000.00
4	Delivery	floor	6	\$ 12,250.00	\$ 73,500.00
5	Installation	floor	6	\$ 7,550.00	\$ 45,300.00
6	Bond		1		\$ 6,183.31
7	Estimated Tax		1		\$ 18,844.37

Total	\$ 863,372.18
Typical of 5 Grand Total	\$ 4,316,860.92

Notes:

- 1 Foundation design charges include Structural engineering, review and stamp for DSA approval.
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to DSA guidelines as described on the 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings," site specific inspection fees will be necessary for the concrete foundation. A SE is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. **The SE's charges are included with this Proposal.**

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #23-238

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270 BB 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 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 District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for 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, Consultant, [] is [] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-240 with Enviroplex Inc. to provide Full Modular Building Design and Construction Services for Three (3) Modular Classrooms for the Rose Avenue ECDC Project (Mitchell/Miller/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses 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 the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 26, 2022, the State Allocation Board approved an apportionment of \$4,929,979.00 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Rose Avenue Elementary School.

On October 18, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody Architects for architectural services relating to the Rose Avenue ECDC Project.

Pursuant to District direction, on October 16, 2023, CFW, Inc. issued an RFQ/P to modular building suppliers to provide a prequalified proposal for design and construction of three new modular classrooms. Enviroplex, Inc. responded with a timely proposal to provide the new classrooms per the RFQ/P published.

The proposal and subsequent Construction Services will enable the District to align with the goals set forth within the Enhanced Master Construct Program.

Term of Agreement: January 18, 2024 through June 30, 2025

FISCAL IMPACT:

\$1,353,383.14 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-240 with Enviroplex Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-240, Enviroplex Inc. \(20 Pages\)](#)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSTRUCTION SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this **17th** day of **January 2024**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and Enviroplex, Inc. (“Consultant”), a California Corporation. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

A. District is authorized by California Government Code section 53060 and District’s 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 Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

B. Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

C. The Parties desire to formalize the assignment of the Consultant for performance of services and desire the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

- 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. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from January 18, 2024 through June 30, 2025 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Ave ECDC** (“Project”), as described in the **Enviroplex** proposal dated October 23, 2023.

Time for Performance. The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the Term, Consultant should request a time extension from the District no later than ten (10) days prior to the end of the Term. The request for a time extension should clearly identify the cause(s) for the delay of the completion of

Services within the Term. For this Agreement, the completion date for Services is June 30, 2025. District, will review and provide a response to any request for time extensions within two (2) days of receipt of the request for extension.

- **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services due to the sole negligence or intentionally wrongful acts of Consultant, its agents, or any subconsultants, Consultant will be liable for the reasonable costs of such Additional Services. If Consultant determines that requested Additional Services require additional compensation or time for performance, Consultant should submit a request for additional time and costs no later than ten (10) days of Consultant's receipt of the request for Additional Services. Consultant shall not be obligated to perform Additional Services unless and until Consultant and District mutually agree to a written Amendment to the Agreement incorporating the Additional Services.
- 4. Compensation and Method of Payment.** In exchange for Consultant's services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit "A" – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. 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 not later than forty-five (45) days of receipt of Consultant's correct and undisputed invoice. If any expenses stated within Consultant's invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will pay Consultant within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- 5. Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the reasonable satisfaction of District.
 - b) The specific Services of Consultant to be performed shall be indicated in **Exhibit "D"**, attached to this Agreement.
 - c) Consultant hereby represents and warrants that (a) it possesses the appropriate license(s) issued by the Contractors State License Board of the State of California to perform the services identified in **Exhibit "D,"** required under this Agreement; (b) it has all qualifications Consultant is legally required to perform the services identified in **Exhibit "D"**; (c) it is familiar with all current laws, rules, regulations and other

Agreement restrictions applicable to the Scope of Services under this agreement, with which Consultant is required to comply, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction (“AHJ”) including, but not limited to, the Division of the State Architect (“DSA”), the Office of Public School Construction (“OPSC”), the State Facilities Planning Division (“SFPD”), California Department of Education (“CDE”), the California Department of General Services (“DGS”), the Department of Toxic Substance Control (“DTSC”), the California Environmental Quality Act (“CEQA”), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the Term set forth in this Agreement, as amended throughout the Term ; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other Agreement requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.

- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

6. Responsibilities of District.

- a) District will prepare and furnish to Consultant , such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services. District will not distribute documentation prepared by Consultant to other consultants without Consultant’s explicit written approval.
- d) District shall be responsible for any and all permits required to be obtained by the landowner. Consultant may obtain adjustments to Term or cost for delay due to District failure to timely obtain all required permits or due to government failure to timely process all applications for permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete the Project in accordance with the Agreement, including all Exhibits.

- e) District shall provide for the timely approval and execution of the Agreement, review all requests for additional time and costs in response to Additional Services requests not later than ten (10) days from receipt of request, pay all undisputed invoices not later than forty-five (45) days from receipt of invoice, and review any other documentation that requires District action in order for Consultant to complete the Services within three (3) days of receipt.

Suspension of Work. District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more District shall pay Consultant for all work performed, including all work required to safely cease operations during the Suspension of Work, and for all direct and indirect expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

- 7. **Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
 - a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) 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) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
 - c) Consultant may terminate this Agreement at any time upon ten (10) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for ten (10) calendar days after Consultant's written notice to District.
- 8. **Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon reasonable terms, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
- 9. **Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.

10. Default.

- a) Failure of Consultant to reasonably perform any Services or comply with any material provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the reasonable satisfaction of District. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
- b) In addition to District's termination rights set forth above, if Consultant fails to cure the Default to the

reasonable satisfaction of District, District shall have (i) the right to cure Consultant's Default at reasonable cost to Consultant, ; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset undisputed, reasonable damages, and/or charge Consultant for all undisputed reasonable damages above and beyond unpaid balance of Agreement.

- 11. 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 Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 12. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant's guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 13. 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 four (4) years after termination or expiration of this Agreement, or longer if required by law, upon written notice from District. Such records shall include, at minimum, a detailed record of daily performance, and staff time records.
 - a) Any and all such records or documents shall be made available for inspection, audit, and copying, at reasonable times 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 reasonable and 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.
 - b) 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.
- 14. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of 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 payments under this Agreement.

- 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 officers, agents, and 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.
- 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.

15. Standard of Performance. Consultant represents and warrants that it will perform the Services required under this Agreement in accordance with industry standards. Consultant represents and warrants that its employees and subcontractors have all required licenses, permits, qualifications and approvals that Consultant is required to obtain to permit Consultant to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times , perform all Services described herein in accordance with the industry standard. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the “Standard of Performance”).

16. 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 (“Confidential Information”). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

- 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 Services performed hereunder.

17. Conflict 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 the 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 District. 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.

- a) 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 (i) 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”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures but has not been previously required to do so by District.

_____ (Initials)

18. Compliance with Applicable Laws. In connection with the Services, Consultant shall keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules applicable to the Services performed by Consultant in accordance with the Agreement, including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain all licenses, permits and authorizations that Consultant is legally required to obtain to perform the Services. . District is responsible for any and all permits required to be obtained by the landowner. Contractor may obtain adjustments to schedule or cost for delay due to District failure to timely obtain all required permits or due to government failure to timely process all applications for licenses, permits and authorizations necessary to perform the Services in accordance with the Agreement. Neither District, nor any Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any negligence or intentionally wrongful acts or omissions of Consultant.

a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

19. 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.

20. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e 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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

21. Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBES”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

22. 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, Services or obligations under this Agreement without the prior written consent of District and approval by District's Board of Trustees. 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.

- 23. 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 negligent or intentionally wrongful acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the negligent or intentionally wrongful acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any licenses or certifications such subcontractors are required to obtain to perform the subcontract services.
- 24. District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 25. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list 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; (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.
- 26. Indemnification.**
- a) Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, and employees ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, costs, expenses (including but not limited to attorneys' fees), and/or other liabilities required by this Agreement only to the extent such claims, actions, losses, damages, judgments, and/or other liabilities are caused by the negligent or intentionally wrongful acts or omissions of Consultant or its officers, employees or subcontractors. Consultant shall not be liable or responsible for any claim, demand, action, damage, loss, cost, expense, and/or other liability attributable to the negligence or intentionally wrongful acts or omissions of District or any of District's Board members, officers, officials, and employees.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from

each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. 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. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

- 27. 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 "B"** 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. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**
- 28. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by e-mail, 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. Ana DeGenna, Superintendent
Re: Rose Avenue Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Vice President, Implementation Services
521 N. 1st Avenue
Arcadia, CA 91006
Attention: Gerald Schober
Telephone: (626) 829-8300
Email: gschober@cfwinc.com

To Consultant: **Enviroplex**
4777 East Carpenter Road
Stockton CA 95215
Telephone: (209) 466-8000
Email: gaylene.givens@enviroplex.com

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

- 29. Disputes.** Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the undisputed Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the

AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 30. Excusable Delays.** 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 delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses 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 or sixty (60) days, whichever is less.
- 31. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement, including its Exhibits and documents incorporated by reference, and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 32. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 33. Waiver.** Waiver by any Party 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. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 34. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 35. 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).
- 36. 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.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

ENVIROPLEX:

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Signature

Typed Name/Title

Date

Tax Identification Number: _____

EXHIBIT “A”

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement:

Total Not to Exceed Fee = \$1,353,383.14

II. Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services completed to the District’s reasonable satisfaction, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole reasonable discretion. Trips from any Consultant’s office to District’s office or to the Project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (“SOV”), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

A. Acceptable back-up for billings shall include, but not be limited to:

- a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
- b.** Records for all supplies, materials and equipment properly charged to the Services in accordance with Exhibit A, sections III.B and III.D.
- c.** Records for all travel pre-approved by District and properly charged to the Services in accordance with Exhibit A., section III.A..
- d.** Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services in accordance with Exhibit A, section III.C.

Exhibit “A”

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District in accordance with this section and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

The total compensation for the Services shall be provided for in this Agreement.

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. Consultant shall be reimbursed for all work required to safely cease operations during the Suspension of Work or termination, and for all direct and indirect expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services, or the termination.

After a notice of termination is given, Consultant shall submit to District a final claim for payment. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, prospective losses.

Exhibit "A"

EXHIBIT "B"

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's 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, subcontractors, representatives and/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) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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 thirty (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 Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services 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.

Exhibit "B"

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 necessary to satisfy District that the insurance provisions of this Agreement have been complied with. 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 a 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 Board members, officers, officials, employees, agents, 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.

Exhibit "B"

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: _____

Proper Name of Consultant: _____

Signature: _____

By: _____

Its: _____

EXHIBIT “D”

SCOPE OF SERVICES

Outlined in Enviroplex Attached Proposal, dated October 23, 2023



Oxnard School District -- Attachment B
Pricing Summary - RFQ/P Rose Avenue Elementary School -- Foundation by Owner
10/23/2023

BUILDING	DESCRIPTION	SIZE	MODULES	DESCRIPTION	BASE PRICE	SQ. FT.	PRICE PER SF
1	Kinder Classroom	72x40	6	Per Figure 1 Floor plan in RFQ/P; See Attachment B Proposal Figure 1 for line item costs/inclusions.	\$ 848,138.36	2,880	\$ 294.49
1	Kinder Classroom	36x40	3	Per Figure 1 Floor plan in RFQ/P; See Attachment B Proposal Figure 2 for line item costs/inclusions.	\$ 505,244.78	1,440	\$ 350.86
					\$ 1,353,383.14	2,880	

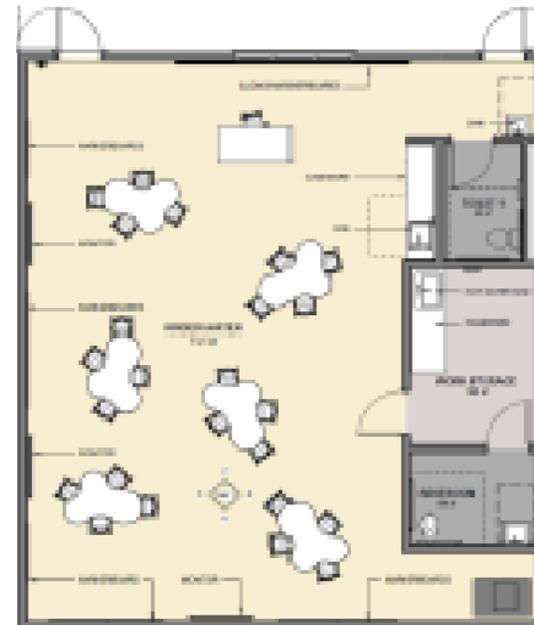
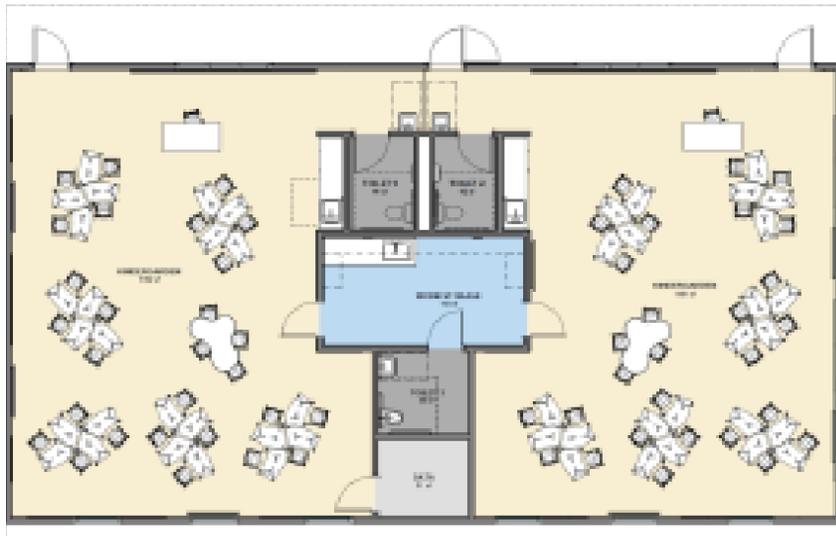


EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #23-240

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270 BB and 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 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 District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for 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, Consultant, [] is [] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-144 – Inclusive Education & Community Partnership (DeGenna/Jefferson)

Inclusive Education & Community Partnership will provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Department during the 2023-2024 academic school year.

Term of the Agreement: August 1, 2023 through June 30, 2024

FISCAL IMPACT:

Total not to exceed \$100,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-144 with Inclusive Education & Community Partnership.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-144, Inclusive Education & Community Partnership \(15 Pages\)](#)
[Rate Sheet \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are 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 an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **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 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider 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.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS 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 arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. 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; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **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.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **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.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Submit invoices monthly to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org. Net 30 Terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Inclusive Education and Community Partnership

2323 Roosevelt Blvd, Suite 3
Oxnard, California 93035

Tel: (805) 985-4808

Email: elizabeths@iecp.us

Fax: (805) 985-7623

2023-2024 Ventura County SELPA RATES Prepared for Oxnard USD

Consultation:	\$	179.69
Federal Mileage for Consult per mile (2022)	\$	0.665
BII (Behavior Intervention Implementation):	\$	62.76
BID (Behavior Intervention Development):	\$	125.38

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #23-169 – Alternative Behavior Strategies, LLC dba/ABS Kids (DeGenna/Jefferson)

At the Board Meeting of November 1, 2023, the Board of Trustees approved Agreement #23-169 with Alternative Behavior Strategies, LLC dba/ABS Kids in the amount of \$300,000.00, to provide applied behavioral therapy and related services to the Oxnard School District on an “as needed” basis for the Special Education Department for fiscal year 2023-2024.

Amendment #1, in the amount of \$800,000.00, is needed to continue supporting students with applied behavioral therapy and related services, for a new total agreement amount of \$1,100,000.00.

FISCAL IMPACT:

Not to exceed \$800,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-169 with Alternative Behavior Strategies, LLC dba/ABS Kids.

ADDITIONAL MATERIALS:

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

[Agreement #23-169, Alternative Behavior Strategies, LLC dba/ABS Kids \(16 Pages\)](#)

**Amendment #1 to Agreement #23-169 with
Alternative Behavior Strategies, LLC dba/ABS Kids
January 17, 2024**

At the Board Meeting of November 1, 2023, the Board of Trustees approved Agreement #23-169 with Alternative Behavior Strategies, LLC dba/ABS Kids in the amount of \$300,000.00, to provide applied behavioral therapy and related services to the Oxnard School District on an “as needed” basis for the Special Education Department for fiscal year 2023-2024.

Amendment #1, in the amount of \$800,000.00, is needed to continue supporting students with applied behavioral therapy and related services, for a new total agreement amount of \$1,100,000.00.

Alternative Behavior Strategies, LLC dba/ABS Kids:

By: _____ Date: _____

Oxnard School District:

By: _____ Date: _____
Lisa A. Franz, Director, Purchasing



SERVICES AGREEMENT

R24-02885
Requisition Number

P24-02623
Purchase Order Number

23-169
Contract Number

This Services Agreement (the "Agreement") is made and entered into this 1st day of November, 2023, by and between Oxnard School District (hereinafter referred to as "District") and Alternative Behavior Strategies LLC, (hereinafter referred to as "Provider.")

PROVIDER.

Alternative Behavior Strategies LLC dba ABS Kids

Provider

16255 Ventura Blvd., Ste. 900

Street Address

Encino, CA 91436

City, State, Zip code

626-658-8947

Telephone Number

Fax Number

apaley@abskids.com

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
- 2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

23-169

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are 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 an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 23, 2023, and terminate on June 30, 2024. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **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 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Oxnard School District

District

Attn: Danielle Jefferson

1051 South A Street

Street

Oxnard, CA 93030

City, State, Zip Code

Alternative Behavior Strategies LLC dba ABS Kids

Provider

Attn: Alice Paley

16255 Ventura Blvd., Ste. 900

Street

Encino, CA 91436

City, State, Zip Code

- 10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
- 11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

- 12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider 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.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input checked="" type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. **Failure to Procure Insurance.** Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access.** If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services.** If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406).** Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. DISPUTE RESOLUTION.

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS 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 arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. 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; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **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.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **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.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

By: *Lisa A. Franz*
Signature *11-3-2023*

Lisa A. Franz

Name

Director, Purchasing

Title

Alternative Behavior Strategies LLC dba ABS Kids

Provider

DocuSigned by:
ADAM SINGER
3F008A429A1A9E
Signature

Adam Singer

Name

CEO

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provide applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for such students as district may request or be assigned for services.

WORK SCHEDULE:

As directed by District

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>300,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>300,000.00</u>
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to cgaribay@oxnardsd.org and accountspayable@oxnardsd.org, Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: November 1, 2023

Provider: Alternative Behavior Strategies LLC dba ABS Kids

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Adam Singer, CEO

Name/ Title of Authorized Representative

DocuSigned by:
ADAM SINGER

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Adam Singer, CEO

Name/ Title of Authorized Representative

DocuSigned by:
ADAM SINGER

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: AS

2023 Rate Sheet

o Rates:

- \$112/hr FBA (Functional Behavior Assessment)
- \$82/hr BII (Direct Care)
- \$112/hr BID (Direct Supervision)
- \$155/hr (Psychological/Diagnostic Assessment)
- \$65/hr Last-minute cancellations/no-show
- \$102/hr Bus BII
- \$132/hr Bus BID

o Service Descriptions:

- FBA, Functional Behavior Assessment: Behavior Identification Assessment administered by a behavior analyst or behavior analyst in training. A hypothesized function for each behavior of concern is determined, and associated goals are developed. A recommendation for the intensity and duration of behavioral intervention is also included. This service involves face to face time with the patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face to face time analyzing past data, scoring/interpreting the assessment, and preparing the report/treatment plan.
- BII, Behavior Intervention Implementation (Direct Care): Adaptive behavior treatment implemented by a technician under the direct supervision of a Board Certified Behavior Analyst. It involves the implementation of programming targets and goals outlined by the patient's strengths and deficits as evident through assessments conducted previously. Direct care focuses on reduction of maladaptive behaviors, improving communication and social skills, increasing self-care skills, and improving adaptive behavior skills.
- BID, Behavior Intervention Development (Direct Supervision): Adaptive behavior treatment with protocol modification where the BCBA resolves one or more problems with the protocol. This includes evaluating patient progress, progressing programming goals, modeling program and behavior support plan modifications for technicians, administering assessments to the patient, and probing skills. Direct supervision also includes determining the function of maladaptive behaviors and determining an appropriate behavior support plan to aid in reduction of these behaviors while providing the patient with replacement behaviors.
- Psychological/Diagnostic Assessment: Testing administered by a clinical psychologist or psychologist in training. This process includes confirming and ruling out potential specific mental health diagnoses. The standardized assessments to be used are selected by the clinician based upon the patient's presenting problem. This service involves face to face time with the patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face to face time scoring/interpreting the assessment and preparing the report and clinical recommendations.
- Last minute cancellations/no show: \$65/hr
- Bus BII: \$102/hr
- Bus BID: \$132/hr

Sincerely,

Alice Paley
Senior Manager, Payor Contracts & Relationships

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: January 17, 2024

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #23-171 – Marisa Miller (Fox/Shea)

Marisa Miller is providing a Literacy Curriculum Program for all 20 schools in the Oxnard School District After School and Expanded Learning Opportunity Program. The curriculum is student focused and includes fun hands-on learning using reading experiences with writing, listening, and speaking opportunities. The agreement includes professional development, coaching services, and support with program implementation for staff.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed: \$50,000.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-171 with Marisa Miller.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-171, Marisa Miller \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

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. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider 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.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider 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. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. 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 Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following 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.

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. 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.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

Proposal between Oxnard School District and Marisa Miller for Professional Development and Consulting Services

Length of MOU: July 1, 2023-June 30, 2024

Literary Curriculum Consultant

Contracted Services for School Year 2023-20234: \$41,600

Overall: Marisa Miller will develop, write, and support implementation of a 2-3x a week Literary program for Oxnard Scholars for SY2023-2024, Marisa Miller will contract as Literary Curriculum Consultant.

Curriculum will be student focused, CCSS aligned, guided by student data and interests, support ELL learning, be culturally supportive and expand students' experiences of the larger world, utilize best teaching practices, stay within a given materials budget, and include fun hands-on learning using multiple reading experiences with writing, listening and speaking opportunities. Staff will be trained monthly in the Literary Program lessons and supported with digital and/or in person coaching.

In addition, Marisa Miller will provide 4 all day trainings on quality program implementation and general staff skills and knowledge development specific to the needs of Oxnard Scholars staff as determined by Director with staff input.

School Year 2023-2024 Literary Program: \$41,600 (not to exceed, even if more hours required to achieve any of the services)

Components of Literary Program services:

Research & Development:

- Development of a specific 2023-2024 Literary curriculum program (comprised of a standardized lesson format, unit plan structure, and theme content) via initial research including a site visit, review of previous content materials, examination of current student demographics and academic data, current CQI findings and goals, digital staff and student survey inputs, and consultation with the Director for lesson structure, thematic selections, community partnership opportunities, field trips, and more.

Literary curriculum programming for Oxnard Scholars:

- **Approximately 75 - 108 student-centered Literary lessons suitable for 1st through 5th grade, with appropriate adjustments as written into the lessons** (copies provided physically to staff (note: copies to be printed at Oxnard office), master binder in Oxnard office, and/or digitally available to staff in designated Google Drive file folder and/or digital

system of Oxnard Scholar choice) (Specific format of lessons and structure of lesson units TBD, see above)

- **Monthly Staff training:** Coordination with Director/SCs for monthly attendance, 3 hour training session of current round of 8-12 lessons (dates, time of day, location TBD with Director). Any new hires to be trained between monthly rounds via remote delivery.

Coaching Services for literary program staff of Oxnard Scholars:

- **Virtual Weekly Drop-in Office Hours:** TBD for times/dates approximately 1 hour a week
- **Virtual Scheduled 15 Minute Coaching Slots:** 4 a week; total of 1 hour a week; mandated & scheduled
- **Virtual Make Up Trainings of Literary Leads and New Hire Training Sessions:** Dates and quantity TBD on absences and hiring of staff as needed

Communications:

- 1x-2x Monthly meeting (remote or in person), as needed, with Director/City Leads regarding curriculum, staff, opportunities, challenges, and so on.
- Curriculum Write Ups: Written document for principals, teachers, parents, and community about the specific literary program (timing and format TBD)
- Coordination and Communications, as needed via email/zoom, with Site Coordinators, Program Leaders, and Liaisons: i.e. Coaching coordination, supply needs, training dates, etc.

General Professional Development Training:

- **4 All Day Trainings:** Topics and sequence TBD in consultation with Director for staff skills and knowledge development in high quality program leadership and implementation techniques.

Other Considerations:

- Any and all graphic materials (i.e., lessons and training handouts) and training and lesson supply will be printed and/or purchased and/or provided by Oxnard Scholars Program with coordination of Consultant or costs of photocopy and supply to be included in monthly invoice by arrangement with Consultant and Director.
- Consultant shall invoice monthly for the services provided in the prior month.
- Consultant will be Fingerprint, Live scan and TB by Oxnard School District. Consultant shall schedule a date for this to occur.
- Consultant shall provide insurance certificates that meet the requirements of the District that also includes an addendum naming Oxnard School District as Additionally insured. Consultant may work with District Risk Management Department to meet these requirements.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-225 – Educational Professionals of Central California, LLC (DeGenna/Jefferson)

Educational Professionals of Central California, LLC provided Independent Education Evaluator Services to the Special Education Department by providing psychological assessment including complete clinical review, face to face testing, review of teachers and parents rating scales, test scoring, records review, a comprehensive written psychological report, and IEP attendance (telephone conference).

Term of Agreement: August 26, 2023 through January 31, 2024

FISCAL IMPACT:

Not to exceed \$9,343.75 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-225 with Educational Professionals of Central California, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-225, Educational Professionals of Central California LLC \(4 Pages\)](#)
[Rate Sheet \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

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. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider 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.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider 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. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
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- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. 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 Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following 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.

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. 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.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Independent Educational Evaluation Cost List

Assessment/Evaluation	Cost**
Full Psycho-Educational Assessment (IQ, Ach., Processing, Adapt.)	\$6500
Academic Achievement Assessment (Ach)	\$1750
Adaptive Behavior Assessment (Adapt)	\$1750
Intellectual Assessment (IQ)	\$1750
Processing Areas (attention, auditory, phonological, visual, motor, cognitive)	\$1750
Behavioral Assessments/Services	Cost**
Assessment-Educationally Related Mental Health Services Evaluation (ERMS Assessment; Soc./Emo.)	\$2000
Social Emotional Assessment	\$1400
ERMHS Assessment	\$900
Behavior Support Plans (P-BIP)	\$1100
Functional Analysis Assessment (FAA)	\$1550
Functional Behavior Assessment (FBA) W/Psych Ed	\$2500
Stand Alone FBA	\$3000
IEE Health Assessment	\$2500
IEE Speech & Language Assessment	\$3000
IEP Services	Hourly Rate
Psychological Service	160.00
Family Counseling	210.00
Individual Counseling	150.00
Crisis Response	210.00 + Travel (.65 cents per mile, 60.00 per diem meal; Lodging billed at applicable cost rate)

IEE Evaluators meet qualifications as specified in California Education Code. (E.C. 56320(b)(3); E.C. 56329). All assessments will be conducted in accordance with all the requirement of state and federal law. IEE Assessments will be completed by a Licensed Educational Psychologist. The practitioner shall also hold a valid and current Pupil Personnel Services Credential as a School Psychologist.

As part of the contracted evaluation and in order to be paid or reimbursed, Qualified Examiners shall:

- I. Perform an assessment and develop a report that complies with California Educational Code §§56320 and 56327 detailing the requirements of assessments and reports;
- II. Provide protocols of all the assessments;



- III. Provide a written report to District and parent 5 days prior to the IEP team meeting;
- IV. Attend either in-person, virtually, or by phone the IEP meeting in which the IEE report is reviewed.

**Cost shall be comparable to those costs that the district incurs when it uses its own employees or contractor to perform a similar assessment.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-226 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreement for student JN090409 with Ventura County Office of Education (VCOE) for the 2023-2024 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

FISCAL IMPACT:

\$51,600.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-226 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

ADDITIONAL MATERIALS:

Attached: [Agreement #23-226, Ventura County Office of Education \(3 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 11/01/2023 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

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@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.

Inter-District Agreement for Services

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.

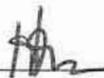
Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear

VCOE Executive Director, Student Services


VCOE Signature

11-20-23

Date

Lisa Cline

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 11/03/2023 and terminate on 06/30/2024. This agreement reflects the information in the student's IEP dated 11/1/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ 51,600.00
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **JN090409**
a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 1,200 minutes weekly.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

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

WORK SCHEDULE (if applicable):

Please see the Foster Middle School Calendars for the 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-241 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreement for student AC080310 with Ventura County Office of Education (VCOE) for the 2023-2024 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

FISCAL IMPACT:

\$49,600.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-241 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

ADDITIONAL MATERIALS:

Attached: [Agreement #23-241, Ventura County Office of Education \(3 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 12/13/2023 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

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@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.

Inter-District Agreement for Services

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.

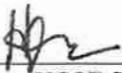
- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- 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

Holly Minear  12.15.23
 VCOE Executive Director, Student Services VCOE Signature Date

Lisa Cline _____
 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 12/15/2023 and terminate on 06/30/2024. This agreement reflects the information in the student's IEP dated 12/13/2023.

Estimated Fees

Table with 2 columns: Description and Amount. Row 1: Estimated Cost for Services, \$ 49,600.00. Row 2: Other Ancillary Cost or fees, as applicable, \$. Row 3: Total not to Exceed, \$.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for AC080310 a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE. Paraeducator performing special circumstance educational support (SCES) in the classroom for 1,650 minutes weekly and during transportation for 300 minutes weekly for a total of 1,950 minutes weekly. ESY will be provided in the classroom for 240 minutes daily and during transportation for 60 minutes daily for a total of 300 minutes daily. LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period. It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Foster Middle School Calendars for the 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: January 17, 2024

Agenda Section: Section D: Action Items

Approval of Resolution #23-09 Adopting a Supplementary Retirement Plan and Agreement #23-244 with PARS to Provide Consultation Services (Mitchell/Torres)

The administration desires to offer a Supplementary Retirement Plan to eligible employees as a way to improve the district's fiscal position. Public Agency Retirement Services (PARS) is able to provide a retirement incentive program supplementing STRS/PERS and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code.

The retirement incentive may only be implemented if it benefits the district fiscally. An analysis of all proposed resignations will be conducted to determine whether the incentive will result in a savings to the district. If it is demonstrated that the plan will not result in an acceptable savings, the retirement incentive will be withdrawn and resignations may be rescinded.

Resolution #23-09 and Agreement #23-244 with PARS are presented herewith for the Board's consideration.

FISCAL IMPACT:

- Anticipated savings approximately \$1.8 Million over 5 years to the General Fund.
- If the plan is not implemented, OSD will pay PARS a one-time cancellation fee of \$5,000, to be paid from the General Fund.

TERM: January 17, 2024 – January 16, 2029. Automatically renews for successive twelve-month periods following the term unless canceled pursuant to the terms of the agreement. Automatically terminates following the benefit payment to the last surviving participant.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Assistant Superintendent of Human Resources, that the Board of Trustees approve Resolution #23-09 and Agreement #23-244 with PARS as outlined above.

ADDITIONAL MATERIALS:

- Attached:** [Resolution #23-09 \(2 pages\)](#)
[Agreement #23-244 PARS \(8 pages\)](#)

BOARD RESOLUTION #23-09

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT,
VENTURA COUNTY, CALIFORNIA, AUTHORIZING THE PROVISION OF A SUPPLEMENTARY
RETIREMENT PLAN TO ELIGIBLE EMPLOYEES**

WHEREAS it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District retirement program, effective January 17, 2024; and
2. The retirement incentive must meet the District's fiscal and operational objectives in order for the plan to go into effect. If these goals are not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints the Assistant Superintendent, Business and Fiscal Services, or his/her successor or his/her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 17th day of January, 2024.

Signed:

President of the Board of Trustees
Oxnard School District

Clerk of the Board of Trustees
Oxnard School District

CLERK'S CERTIFICATE

Monica Madrigal Lopez, the Clerk of the Board of Trustees of the Oxnard School District, hereby certify that the foregoing is a full, true, and correct copy of Resolution #23-09 adopted at a regular meeting place thereof on the 17th day of January, 2024, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said Resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Dated: January 17, 2024

Clerk of the Board of Trustees
Oxnard School District

OSD AGREEMENT #23-244
AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this 17th day of January, 2024, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the Oxnard School District (“Agency”).

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (“Plan”), for the benefit of Agency’s eligible employees and their beneficiaries (“Participants”); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian and/or trustee to receive Employer Plan contributions (“Custodian”) designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time (“Insurance Company”) pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services to the extent such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS’ obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS’ standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees, therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS’ fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency’s consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees, or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers’ compensation, and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss,

demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: Oxnard School District; 1051 South A Street, Oxnard, CA 93030; Attention: Assistant Superintendent, Business and Fiscal ServicesNotices shall be deemed given on the date received by the addressee.

17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning January 17, 2024 and ending January 16, 2029 (“Term”). This Agreement will continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term. However, the Agreement will terminate following the benefit payment to the last surviving Participant and any residual interest earnings held in the Agency’s custody account, if any, will be returned to the Agency.
18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney’s Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney’s fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement and/or Trust Agreement as shall be required by PARS and/or the Custodian/Trustee.

AGENCY:

BY: _____
Valerie Mitchell
TITLE: Assistant Superintendent
DATE: _____

PARS:

BY: _____
Tod Hammeras
TITLE: Chief Financial Officer
DATE: _____

EXHIBIT 1A
SERVICES

PARS will provide the following services for the Oxnard School District:

1. Plan Consultation Services:
 - (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
 - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
 - (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
 - (D) Making appropriate revisions to the fiscal analysis as directed by Agency.

2. Plan Installation Services:
 - (A) Meeting with Agency personnel to finalize Plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
 - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
 - (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 3 below.

3. Plan Administration Services:
 - (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
 - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
 - (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
 - (D) Producing benefit illustrations and processing enrollments upon direction by Agency;
 - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
 - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$5,000.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information. Agency is solely responsible for ensuring that all information and documentation provided to PARS is true, correct, and authorized:

1. Fiscal Analysis Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Contract Salary
 - (F) Years of Agency Service
 - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Address
 - (D) Participant's Birth Date
 - (E) Participant's Hire Date
 - (F) Participant's Contract Salary
 - (G) Years of Agency Service
 - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
 - (A) Certified Board Resolution
 - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
 - (C) Custodial Agreements/Disclosure Forms
 - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
 - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
 - (A) Correction Form
 - (B) Enrollment Form
 - (C) Beneficiary Designation Form
 - (D) Tax Withholding Form
 - (E) Proof of Age
 - (F) Letter of Resignation

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 17, 2024

Agenda Section: Section D: Action Items

Approval of Memorandum Of Understanding #23-222 (MOU) between the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) to Extend the 2022-23 Salary and Longevity Increase to CSEA Unit Members who Fall into Specific Scenarios, as Detailed (Torres/Carroll)

The District and CSEA have agreed upon and submit MOU #23-222 to extend the 11% salary increase and 1% longevity increase (where applicable) retroactive to July 1, 2022 to include unit members who meet the specifications detailed in the MOU for the 2022-2023 school year.

FISCAL IMPACT:

The fiscal impact was included in the CSEA Disclosure of Collective Bargaining Agreement board agenda item on 10.18.2023 and the Revisions to the CSEA CBA for 2022-23 board agenda item of 11.01.2023; and is part of the \$7,212,678.00 amount that will be paid from a combination of ESSER, LCFF Supplemental & Concentration, and Child Nutrition Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve MOU #23-222, as detailed.

ADDITIONAL MATERIALS:

Attached: [MOU 23-222 w.CSEA_01.17.2024 \(one page\)](#)



Memorandum of Understanding
Oxnard School District and the
California School Employees Association, Oxnard Chapter 272

November 28, 2023



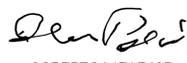
This agreement is entered between the Oxnard School District (District) and the California School Employees Association and its Oxnard Chapter 272 (CSEA), collectively ("the parties").

Recitals:

- 1) The parties recognize the re-opener 2022-2023 negotiations carried over into the 2023-24 school year.
- 2) The parties completed re-opener negotiations on September 30, 2023, and the tentative agreement was ratified on October 31, 2023.
- 3) The parties reconvened on November 28, 2023, to discuss employees who were active employees during the 22-23 school year and/or in active status on or before October 31, 2023, who fall into one of the following scenarios.
 - a) Retired at any time during the 2022-23 school year through October 31, 2023.
 - b) Employees that were in active status at the commencement of their 2022-23 work calendar, successfully completed the entire 2022-23 work calendar, and submitted their resignation on or before October 31, 2023.
 - c) Employees who were laid off during the 2022-2023 school year.

Therefore, the parties agree as follows:

- 1.) The employees stated above shall be eligible for an 11% salary increase and 1% longevity increase (where applicable) retroactive to July 1, 2022.
- 2.) This reflects the same salary increase negotiated for active employees of the District.
- 3.) The employees will receive a lump sum payment.
- 4.) This payment requires manual intervention, which needs more time to process by OSD's Payroll Department. Once ratified the District will notify all affected employees and CSEA of the date of payment.
- 5.) This Memorandum of Understanding shall not set a precedent, nor constitute past practice.
- 6.) The parties acknowledge this agreement is subject to the CSEA 610 Policy process.

DocuSigned by:
 12/2/2023
 8CB79ECA17A746D...
 Rene Poland, CSEA Chapter 272 President
 DocuSigned by:
 12/4/2023
 2A26F1933CB3400...
 Lisa Lowery, CSEA Labor Relations Rep.
 DocuSigned by:
 12/5/2023
 8051FFCC3A574E6...
 Alex Cortez
 DocuSigned by:
 12/4/2023
 873079B2518549C...
 Jill Ortiz
 DocuSigned by:
 12/5/2023
 132BD992DB274E7...
 Griset Renteria
 DocuSigned by:
 12/4/2023
 E2306FF5435A4A7...
 Ricardo Torres

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 Dr. Natalia Torres, Asst. Superintendent, HR
 DocuSigned by:
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 Valerie Mitchell, Asst. Superintendent, Business
 DocuSigned by:
 12/4/2023
 038C730D91544C6...
 Patty Nuñez, Director of Finance

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: January 17, 2024

Agenda Section: Section D: Action Items

Approval of a Provisional Internship Permit in Mutliple Subject with an Emergency BCLAD, for Linda Hernandez Quintana to Serve as a 5th Grade DLI teacher at McKinna School 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 in Mutliple Subject with an Emergency BCLAD, for Linda Hernandez Quintana to Serve as a 5th Grade DLI teacher at McKinna School for the 2023-24 school year until the employee receives 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: Veronica Robles-Solis

Date of Meeting: January 17, 2024

Agenda Section: Section D: Action Items

Approval of Superintendent Employment Agreement (Robles-Solis)

On December 13, 2023, the Board unanimously voted to appoint Dr. Anabolena DeGenna to the position of Superintendent, pending contract approval. The Employment Agreement Between the Oxnard School District and Dr. Anabolena DeGenna, Superintendent, is presented for the Board's consideration. The term of the agreement is for January 1, 2024 - June 30, 2027.

FISCAL IMPACT:

\$255,000.00 annually

RECOMMENDATION:

It is the recommendation of the Board President that the Board of Trustees approve the employment agreement for Dr. Anabolena DeGenna, Superintendent, as presented.

ADDITIONAL MATERIALS:

Attached: [Superintendent Employment Agreement A DeGenna \(10 pages\)](#)

OXNARD SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT
Between Oxnard School District and
Dr. Anabolena DeGenna

This Agreement is entered into the 17th day of January 2024, by and between the Board of Trustees ("Board") of, and on behalf of, the Oxnard School District ("District"), and Dr. Anabolena DeGenna ("Superintendent") and constitutes a binding Agreement between the parties.

In consideration of the provisions and mutual promises contained herein, the District and the Superintendent agree to the following:

1. TERM OF AGREEMENT: The District hereby employs the Superintendent, and the Superintendent agrees to be employed as Oxnard School District's Superintendent commencing January 1, 2024, and ending June 30, 2027, subject to the terms and conditions set forth herein.
2. DUTIES AND RESPONSIBILITIES
 - 2.1 The Superintendent shall serve as Chief Executive Officer of the District pursuant to §35035 of the California Education Code, in charge of all educational and financial matters pertaining to the operation of the District.
 - 2.2 All powers and duties which may lawfully be delegated to the Superintendent are to be performed and executed by the Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.
 - 2.3 The Superintendent shall serve as Secretary to the Board.
 - 2.4 The Superintendent, subject to approval of the Board, shall have the additional responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff, including instruction and business affairs. The Superintendent, subject to the approval of the Board, shall have responsibility for all personnel matters, including selection, assignment and transfer of employees. In all personnel matters, the Superintendent shall present her recommendations to the Board.
 - 2.5 Except as otherwise provided herein, the Superintendent shall devote her time, ability and attention to the business of the District and shall be available on an on-call basis twenty-four hours a day for that purpose.
 - 2.6 The Superintendent's work year shall be 245 duty days.
 - 2.7 The Superintendent shall also perform such other duties as may be assigned to her from time to time by the Board majority. These duties must be within the scope of the Superintendent's job title and job description.
3. OUTSIDE PROFESSIONAL ACTIVITIES: The Superintendent may utilize accrued,

unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Superintendent's performance of her duties under this Agreement. The Superintendent shall inform the Board President of any outside professional activities prior to engaging in any outside professional activities for which the Superintendent is to be compensated.

4. ANNUAL SALARY:

4.1 The salary of the Superintendent shall be Two hundred fifty-five thousand dollars and no cents (\$255,000.00) per year for the term of this Agreement, payable in equal monthly payments. The salary for any partial month worked shall be prorated for the number of days actually worked.

4.2 The Board reserves the right to increase the annual salary of the Superintendent. Increases in the annual base salary shall be merit-based and shall be dependent upon the Superintendent accomplishing or satisfying predetermined goals and objectives. By July 31, 2024 the Superintendent and the Board shall jointly develop and agree on Goals and Objectives for the performance of the Superintendent. An assessment to determine whether the goals and objectives have been satisfied will be completed by June 30, 2025. The parties may agree to alternative timelines. The Board shall then decide whether salary increases are warranted.

4.3 Under no circumstances shall this agreement be interpreted, applied or amended to provide for a reduction in annual salary below the level as of the date of acceptance of this agreement, unless such reduction is part of an across-the board reduction in certificated compensation generally. Any adjustment in salary made during the life of this agreement shall be in the form a written agreement, shall become a part of this agreement and shall not automatically operate as either a termination or extension of this agreement.

5. HEALTH BENEFITS: The Superintendent may participate in the District provided health and welfare benefits at the same level provided to certificated management employees of the District. In lieu of participating in the District's health and welfare benefits, the Superintendent may elect to have the cash equivalent (at the capped certificated management level) contributed to a 403(b) plan minus any District mandatory health and welfare contributions paid by the District to a 403(b) plan.

5.1 Post-Retirement Benefits Eligibility: If the Superintendent retires from the District and CAL STRS, the District shall contribute the same amount as the District provides active certificated management employees towards the Superintendent's coverage for group health, vision, and dental insurance until the Superintendent reaches age sixty-nine (69) or is eligible for Medicare from the Superintendent's own earnings, whichever comes first. If the Superintendent is eligible for Medicare prior to reaching the age of 69, the District's health insurance contribution shall provide secondary supplemental coverage to Medicare A and B until age 69.

6. RETIREMENT BENEFITS: In addition to the compensation and benefits described in Article 4, the Superintendent shall be provided with retirement benefits by and through enrollment in California State Teachers Retirement System (CalSTRS).
7. VACATION
 - 7.1 The Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Superintendent at the beginning of each school year. The Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. Any days in excess of thirty (30) days will be cashed out at the Superintendent's daily rate of pay and will be paid out after July 1st of the following year.
 - 7.2 In addition, the Superintendent is entitled to the same holidays granted to management employees.
 - 7.3 To prevent any misunderstanding between the District and the Superintendent, the Superintendent must provide an annual accounting of the use of vacation days to the Board President prior to the Superintendent's annual evaluation.
 - 7.4 In the event of termination of this Agreement, the Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) days, at the then current daily rate of compensation (salary) or portion thereof.
 - 7.5 PERSONAL DAYS. In recognition of the extended hours, the on-call status and the many evening activities that the Superintendent is expected to attend, the Superintendent shall be entitled to take an additional five (5) days of personal leave, with pay, to be used at the Superintendent's sole discretion, for any purpose, including personal matters. These additional Personal Days must be taken in the year that they are earned. These Personal Days shall not accrue and may not be carried over to the next school year.
8. PROFESSIONAL DUES: The District shall pay the Superintendent's annual dues for the Association of California School Administrators (ACSA) and California Association of Bilingual Education (CABE) and California Association of Latino Superintendents and Administrators (CALSA). The District will also pay the Superintendent's annual dues and fees for one additional membership association, service club(s) or community agency(s) of the Superintendent's choice.
9. EXPENSES: In accordance with its policies, the District shall reimburse the Superintendent for all actual, reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Superintendent's duties, including but not limited to expenses related to conferences, seminars and travel. The Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.

10. TRANSPORTATION AND EQUIPMENT: In accordance with District policy, the Superintendent shall be entitled to reimbursement for reasonable expenses for travel. Mileage expenses shall be reimbursed for travel outside of the District boundaries. Additionally, the Superintendent shall be furnished with a cell phone, laptop and tablet which shall remain District property.
11. ADDITIONAL BENEFITS:
 - 11.1 The Superintendent shall be entitled to the same sick days accorded to certificated management employees. In no event shall the District make a cash payment to the Superintendent for accumulated and unused sick leave.
 - 11.2 In addition, in accordance with the rules and regulations of the District, the Superintendent shall be entitled to the usual and customary benefits granted to certificated management employees unless such benefits are in conflict with the written terms of the Agreement. The Superintendent shall be eligible for longevity and stipends that are provided to certificated management employees.
 - 11.3 The parties agree that the District may provide additional benefits to the Superintendent. If so provided, such benefits shall be added to the terms and conditions of this Agreement by a written amendment to this Agreement. Such benefits may also be approved pursuant to properly noticed action items at a meeting of the Board.
12. PROFESSIONAL GROWTH
 - 12.1 The District encourages the Superintendent to endeavor to continue her professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional duties. The Superintendent shall request permission from the Board President for her attendance at out-of-state meetings and report to the Board President her appraisal of the meetings.
 - 12.2 The District shall provide a reasonable amount of time for the Superintendent to participate in such professional growth activities.
 - 12.3 The Superintendent shall provide the District with a record of her participation in any activities held outside the County and a copy of receipts for the costs involved.
 - 12.4 The Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures, for necessary expenses incurred for those activities described in this Article.
13. PROFESSIONAL LIABILITY

- 13.1 To the extent permitted by California law, the District agrees that it shall defend, hold harmless and indemnify the Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Superintendent for any incident arising out of the course and scope of her employment. If the District provides the Superintendent with a defense, the Board shall have the right to settle the case if Board deems settlement to be in the best interest of the District and without liability to the Superintendent.
 - 13.2 The provisions of Article 13.1 shall not apply to any action brought against the Superintendent for a breach of or dispute arising out of this Agreement, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.
 - 13.3 To the extent that the District provides a defense or indemnifies Superintendent for any professional liability under this article and the employee is convicted of a crime involving an abuse of her office or position, the Superintendent shall fully reimburse the District for any funds provided for such defense or any funds for indemnifying the Superintendent. "Abuse of Office or Position" shall have the meaning ascribed to it in Section 53243.4 of the California Government Code.
14. GOALS AND OBJECTIVES: Within three months of employment with the District, the Superintendent and the Board shall jointly develop and agree on Goals and Objectives for the performance of the Superintendent. These Goals and Objectives shall be attached hereto as Exhibit A and shall be incorporated into and made a part of this Agreement by reference as if fully set forth herein. These goals and objectives shall be among the criteria by which the Superintendent is evaluated pursuant to Article 15 below.
15. REPORTING AND EVALUATION
 - 15.1 To assist the Superintendent with her performance, members of the Board, individually and collectively, will endeavor promptly to convey all criticism, complaints and suggestions called to their attention, to the Superintendent.
 - 15.2 In addition to a mid-year review of the Goals and Objectives of the Superintendent by the Board, the Board shall also evaluate and assess, both verbally and in writing, the performance of the Superintendent and the working relationship between the Superintendent and Board annually, no later than June 30 of any year covered by this Agreement. The Superintendent shall provide written notice of the June 30 deadline to the Board President in April of each year. The parties may agree to alternative timelines.
 - 15.3 Upon concluding the annual evaluation and based on the performance of the Superintendent in that annual evaluation, the Board of Trustees may consider a merit increase and extension of the term for the Superintendent.
16. REPRESENTATION AND WARRANTIES OF SUPERINTENDENT
 - 16.1 Each party agrees that as a material inducement by the District to enter into this Agreement, the Superintendent has made certain representations and warranties

regarding her abilities, fitness and expertise and that these representations and warranties shall survive the execution of this Agreement.

16.2 The Superintendent represents and warrants that the oral and written information she has submitted to the District regarding her qualifications, educational achievements, and degrees is true and correct.

16.3 The Superintendent represents and warrants that she has the full authority and right to enter into this Agreement without creating liability against herself and/or the District to any persons or entity not a party to this Agreement.

17. TERMINATION OF EMPLOYMENT

17.1 Termination by Mutual Consent. This Agreement may be terminated, during the term of the Agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement.

17.2 Termination for Cause

17.2.1 The District reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Superintendent. Cause, under this Agreement is defined as any of the following:

17.2.1.1 The failure or inability of the Superintendent to perform any substantial duties required under this Agreement or as required by law.

17.2.1.2 The commission by the Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.

17.2.1.3 A substantial breach of any covenant or condition of this Agreement by the Superintendent, or a substantial breach of any representation or warranty made by the Superintendent in this Agreement.

17.2.1.4 The commission or omission of any act by the Superintendent which could constitute a permissible "for cause" termination under federal or California law.

17.2.2 The Board shall not terminate this Agreement pursuant to Article 17.2 until a written statement of the ground(s) for termination has first been served upon the Superintendent. Within thirty (30) days of receipt of written statement, unless the time is extended by mutual written consent of the parties, the Board shall hold a conference with the Superintendent, at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right to have a representative of her choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing

before the Board. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground for termination stated in this Agreement.

17.3 Termination Pursuant to Government Code Section 53260(a)

17.3.1 The District reserves the right to terminate this Agreement without alleging or demonstrating cause and without the consent of the Superintendent pursuant to Government Code Section 53260(a). Any such termination shall be in writing and shall specify the effective date of the termination.

17.3.2 Each of the parties agree that as a condition precedent to the District's right to terminate this Agreement the District shall pay a maximum cash settlement, concurrently with the termination of the Superintendent, of an amount equal to twelve (12) months' salary, or the salary due on the remainder of the contract term, whichever is less, including health and welfare benefits only. The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement.

17.3.3 The Superintendent agrees that the liquidated damages described in Article 17.3.2 constitute her sole and exclusive remedy for any "at will" termination of this Agreement by the District.

17.3.4 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 17.3.2, the Superintendent shall:

17.3.4.1 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Agreement.

17.3.4.2 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.

17.3.4.3 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Superintendent expressly understands that section 1542 provides, in part:

"A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release which, if known by her must have materially affected her settlement with the debtor."

17.3.5 The Superintendent reserves the right to unilaterally terminate the

Agreement by delivering written notice to the District. The effective date of the termination shall be specified by the Superintendent but shall not exceed thirty days beyond the date of notice unless otherwise approved by the Board.

17.3.6 The District shall not be required to pay the liquidated damages described in Article 17.3.2 in the event that the Superintendent exercises her right to unilaterally terminate this Agreement.

17.3.7 If the Superintendent is convicted of a crime involving an abuse of office or position as that term is defined in Section 53243.4 of the California Government Code, the Superintendent agrees to fully reimburse any funds paid to her under Article 17.3.2 of the Employment Agreement.

18. Notwithstanding any other provision of this Agreement, should the Superintendent be convicted of any crime involving the abuse of her position while employed with the District, including, but not limited to, waste, fraud, violation of law under color of authority, or a crime against public justice, including, but not limited to, any crime specified in Title 7 (commencing with Section 92) of Part 1 of the California Penal Code, the Superintendent shall reimburse the District for:

18.1 Any salary paid to the Superintendent while on administrative leave pending an investigation into allegations of on-the-job misconduct;

18.2 Any settlement proceeds paid for termination of this Agreement, including, but not limited to, those specified in section 17 above; or

18.3 Any funds the District paid or advanced to the Superintendent for purposes of her criminal defense against any charges involving abuse of her position while employed by the District, as set forth above.

19. **OUTSIDE EMPLOYMENT.** Should the Superintendent voluntarily seek employment elsewhere during the term of this Agreement by accepting an interview for other employment, she shall indicate to the Board President in writing, her intention to do so.

20. **MEDICAL EXAMINATION.** The Superintendent shall undergo an annual physical examination by a physician designated by the Superintendent at no cost to her on or before the commencement of each fiscal year. Any expense beyond that paid by insurance shall be borne by the District. The Superintendent agrees that a fitness for duty report shall be provided to the Board and shall thereafter be maintained in a sealed envelope in the Superintendent's personnel file, only to be accessed by the Board or Superintendent.

20.1 In the event of illness or incapacity in excess of 60 calendar days the Board may require the Superintendent to submit to a medical examination by a physician designated by the District. Any expense beyond that paid by insurance shall be

borne by the District. The Superintendent agrees that a fitness for duty report shall be provided to the Board and shall thereafter be maintained in a sealed envelope in the Superintendent's personnel file, only to be accessed by the Board or Superintendent.

21. RENEWAL OF AGREEMENT. The District may, but is not required to, notify the Superintendent of its intent to continue to employ the Superintendent beyond the term of this Agreement. Should the District determine not to renew this Agreement beyond its current term, the District shall provide the Superintendent with notification of its intent not to renew the Agreement in writing not later than forty-five (45) days prior to the termination date of this Agreement including any and all amendments. The term does not automatically renew.
22. SAVINGS CLAUSE. If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect.
23. AMENDMENT. Any amendment to this Agreement must be in writing and signed by the parties.
24. APPLICABLE LAWS. The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point.
25. VENUE. If a dispute arises under this Agreement, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.
26. ENTIRE AGREEMENT. This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing, signed by all parties or their successors in interest to this Agreement.
27. COUNTERPARTS. The District and the Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

IN WITNESS WHEREOF we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement on January 17, 2024, at a regular meeting of the Board of Trustees of the Oxnard School District.

Oxnard School District Board of Trustees:

Veronica Robles-Solis
Board President

MaryAnn Rodriguez
Member

Jarely Lopez
Member

Monica Madrigal Lopez
Clerk

Rose Gonzales
Member

I, Dr. Anabolena DeGenna hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Superintendent of Schools of the Oxnard School District.

Date of Acceptance: January 17, 2024

Dr. Anabolena DeGenna

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

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: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

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: Dr. Anabolena DeGenna

Date of Meeting: January 17, 2024

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, January 12, 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A



Memorandum of Understanding
Oxnard School District and the
California School Employees Association, Oxnard Chapter 272

November 28, 2023



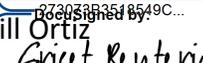
This agreement is entered between the Oxnard School District (District) and the California School Employees Association and its Oxnard Chapter 272 (CSEA), collectively ("the parties").

Recitals:

- 1) The parties recognize the re-opener 2022-2023 negotiations carried over into the 2023-24 school year.
- 2) The parties completed re-opener negotiations on September 30, 2023, and the tentative agreement was ratified on October 31, 2023.
- 3) The parties reconvened on November 28, 2023, to discuss employees who were active employees during the 22-23 school year and/or in active status on or before October 31, 2023, who fall into one of the following scenarios.
 - a) Retired at any time during the 2022-23 school year through October 31, 2023.
 - b) Employees that were in active status at the commencement of their 2022-23 work calendar, successfully completed the entire 2022-23 work calendar, and submitted their resignation on or before October 31, 2023.
 - c) Employees who were laid off during the 2022-2023 school year.

Therefore, the parties agree as follows:

- 1.) The employees stated above shall be eligible for an 11% salary increase and 1% longevity increase (where applicable) retroactive to July 1, 2022.
- 2.) This reflects the same salary increase negotiated for active employees of the District.
- 3.) The employees will receive a lump sum payment.
- 4.) This payment requires manual intervention, which needs more time to process by OSD's Payroll Department. Once ratified the District will notify all affected employees and CSEA of the date of payment.
- 5.) This Memorandum of Understanding shall not set a precedent, nor constitute past practice.
- 6.) The parties acknowledge this agreement is subject to the CSEA 610 Policy process.

DocuSigned by:
 12/2/2023
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 Rene Poland, CSEA Chapter 272 President
 DocuSigned by:
 12/4/2023
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 Lisa Lowery, CSEA Labor Relations Rep.
 DocuSigned by:
 12/5/2023
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 Alex Cortez
 DocuSigned by:
 12/4/2023
 873079B2518549C...
 Jill Ortiz
 DocuSigned by:
 12/5/2023
 132BD992DB274E7...
 Griset Renteria
 DocuSigned by:
 12/4/2023
 E2306FF5435A4A7...
 Ricardo Torres

DocuSigned by:
 12/2/2023
 24FF1BA090CG446...
 Dr. Natalia Torres, Asst. Superintendent, HR
 DocuSigned by:
 12/4/2023
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 Valerie Mitchell, Asst. Superintendent, Business
 DocuSigned by:
 12/4/2023
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 Patty Nuñez, Director of Finance