

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Interim Superintendent
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources

AGENDA REGULAR BOARD MEETING Wednesday, August 2, 2023

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

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the 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

August 2, 2023

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

Dr. Ana DeGenna, Interim Superintendent, will lead the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.4. 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.5. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

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

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

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment

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

- Interim Associate Superintendent, Educational Services
- Assistant Principals
- Manager, Federal & State Grants

A.6. Reconvene to Open Session (7:00 PM)

A.7. Report Out of Closed Session

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

A.8. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

Introduction of newly appointed Oxnard School District administrators:

- Lynn Ebor, Principal, K-5
- Christina Huizar, Principal, K-5
- G. Amanda Kemp, Principal, K-8
- Dr. Cheri Scriptor, Principal, K-5

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:

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

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

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

C.1. Approval of Revision of 2023-24 LCAP (DeGenna/Mitchell)

Is is the recommendation of the Interim Superintendent and the Assistant Superintendent of Business and Fiscal Services that the Board of Trustees approve the updated version of the 2023-24 Local Control Accountability Plan (LCAP), as presented.

C.2. 2022-23 Quarterly Report on Williams Instructional Materials and Facilities Quarter 4 (DeGenna/Thomas)

It is the recommendation of the Interim Superintendent and the Director of School Performance and Student Outcomes that the Board of Trustees receive the 2022-23 Quarterly Report on Williams Instructional Materials and Facilities Quarter 4, as presented.

C.3. Enrollment Report (Mitchell)

District enrollment as of June 16, 2023 was 14,203. This is 226 less than the same time last year.

C.4. Purchase Order/Draft Payment Report #23-01 (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 #23-01, as submitted.

C.5. Approval of Destruction of Records (Mitchell/Franz)

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

C.6. Approval of Notice of Completion, Roofing Project 2022, Bid #21-02 (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 #21-02, Roofing Project 2022, with Channel Islands Roofing, Inc.

C.7. Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2022-23 Quarterly Report on Williams Uniform Complaints, Fourth 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 of Positions (Torres/Fuentes)

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

C.10. Classified Employees' Appointee to the Personnel Commission (Torres/Fuentes)

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Pursuant to Education Code 45248 and Personnel Commission Rule 20.100.1, the Classified Employees submit the name of Denis O’Leary to be appointed to the Personnel Commission.

This information item to provide the name of the candidate shall be followed by an action item to appoint the candidate at the September 6, 2023, Board meeting.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.11. Approval of Agreement #23-13 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Mitchell/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #23-13 with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2023-24 school year; CAPSLO will reimburse the District for the cost of the meals and snacks provided.

C.12. Approval of Agreement #23-71 – 3E Consulting Group, LLC (DeGenna/Fox)

It is the recommendation of the Interim Superintendent and the Executive Director, Teaching & Learning, that the Board of Trustees approve Agreement #23-71 with 3E Consulting Group, LLC, to design and deliver customized professional learning sessions focused on collaborative culture, high-performance collaboration team practices, and the effective use of collaboration time, on August 10 & 11, 2023, for Certificated and Administrative staff, in the amount not to exceed \$14,500.00, to be paid out of Supplemental Concentration Funds.

C.13. Approval of Agreement #23-72 with Rincon Consultants, Inc. for Phase II Environmental Assessment Services for the new ECDC Facilities at Drifill School (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with CFW, that the 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 Drifill, 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.

C.14. Approval of Agreement #23-74 – Read.Write.Think., LLC (DeGenna/Fox)

It is the recommendation of the Interim Superintendent and the Executive Director, Teaching & Learning, that the Board of Trustees approve Agreement #23-74 with Read.Write.Think., LLC. to provide two days of professional development on August 10-11, 2023 for the teaching of writing, in the amount not to exceed \$11,400.00, to be paid out of Supplemental Concentration Funds.

C.15. Approval of Agreement #23-75 – Dr. Antonio F. Jimenez Jimenez (DeGenna/Fox)

It is the recommendation of the Executive Director, Teaching & Learning, and the Interim Superintendent, that the Board of Trustees approve Agreement #23-75 with Dr. Antonio F. Jimenez Jimenez, to provide three In-Person Professional Development sessions for Spanish and World Language teachers on August 10 & 11, 2023, in the amount not to exceed \$2,500.00, to be paid out of Supplemental Concentration Funds.

C.16. Approval of Agreement #23-76 – Amplify Education, Inc. (DeGenna/Haber)

It is the recommendation of the Interim Superintendent and the Manager, Mathematics, that the

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Board of Trustees approve Agreement #23-76 with Amplify Education, Inc., to provide faculty with professional learning to support implementation of mathematics instruction, August 3, 2023 through June 30, 2024, in the amount not to exceed \$18,000.00, to be paid out of Supplemental Concentration Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.17. Ratification of Amendment #4 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Interim Superintendent that the Board of Trustees ratify Amendment #4 to Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., to cover additional staff based on unfilled direct hire positions and close out the 2022-2023 fiscal year, in the amount of \$164,000.00, to be paid out of Special Education Funds.

C.18. Ratification of Amendment #1 to Agreement #22-232 – Positive Adventures, LLC (DeGenna/Shea)

It is the recommendation of the Interim Superintendent and the Director, Enrichment & Specialized Programs, that the Board of Trustees ratify Amendment #1 to Agreement #22-232 with Positive Adventures, LLC, to update language in the original agreement covering Limitation of Liability, Indemnification, and Insurance, for providing overnight & day camps for students during the period of June 19, 2023 through August 15, 2023, at no additional cost to the original agreement.

C.19. Ratification of Agreement #23-73 – Ventura County Office of Education (DeGenna/Haber)

It is the recommendation of the Interim Superintendent and the Manager, Mathematics, that the Board of Trustees ratify Agreement #23-73 with Ventura County Office of Education, to provide collaborative support for Oxnard School District TK-5 Math teachers and administrators, July 1, 2023 through June 30, 2024, in the amount not to exceed \$22,000.00, to be paid out of Title II funds.

Section D: ACTION ITEMS

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

D.1. Approval of a Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Valerie Cahue, Lissette Gonzalez and Gabriella Torres for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the BCLAD Waivers for Valerie Cahue to serve as a Dual Language Instruction (DLI) 1st grade teacher at Elm Street School, Lissette Gonzalez to serve as a Dual Language Instruction (DLI) TK teacher at Lemonwood School and Gabriella Torres to serve as a Dual Language Instruction (DLI) TK Teacher at Elm Street School for the 2023-24 school year (Torres/Carroll), as presented.

Board Discussion:

Moved:

Seconded:

Vote:

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

ROLL CALL VOTE:

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

D.2. Approval of a Special Education Program and CBEST Waiver for Rosemary Ramirez for the 2023-2024 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 Special Education Program and CBEST waiver for Rosemary Ramirez to serve as a Special Education Teacher in a Mild to Moderate class at Lopez Academy in grades 6-8 for the 2023-2024 School Year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

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

- June 7, 2023 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section F: BOARD POLICIES

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

F.1. First Reading–Revisions to BP 3555 Nutrition Program Compliance (Mitchell/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees receive the revision to BP 3555 Nutrition Program Compliance for First Reading. The revised policy will be presented for Second Reading and Adoption at the August 23, 2023 Board meeting.

F.2. First Reading - Revisions to E 9270 Conflict of Interest (Mitchell)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees receive the revision to E 9270 Conflict of Interest for First Reading. The

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revised policy will be presented for Second Reading and Adoption at the August 23, 2023 Board meeting.

Section G: CONCLUSION

G.1. Interim Superintendent's Report (3 minutes)

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

Interim 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, July 28th, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section A: Preliminary

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section A: Preliminary

Closed Session

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

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

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Interim Associate Superintendent, Educational Services
 - Assistant Principals
 - Manager, Federal & State Grants

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

Introduction of newly appointed Oxnard School District administrators:

- Lynn Ebor, Principal, K-5
- Christina Huizar, Principal, K-5
- G. Amanda Kemp, Principal, K-8
- Dr. Cheri Scriptor, Principal, K-5

FISCAL IMPACT:

Information only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section B: Hearing

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section C: Consent Agenda

Approval of Revision of 2023-24 LCAP (DeGenna/Mitchell)

In compliance with state statute, Oxnard School District's 2023-24 Local Control Accountability Plan (LCAP) was submitted to the Ventura County Office of Education for review and approval. During the review process, it was discovered that the column detailing the Estimated Actual Expenditures for Contributing Actions during the previous year (2022-23) had inadvertently been left blank. The information has been updated, and it is the recommendation of the Interim Superintendent and the Assistant Superintendent of Business and Fiscal Services that the Board approve the updated version of the 2023-24 LCAP.

FISCAL IMPACT:

None

RECOMMENDATION:

Is is the recommendation of the Interim Superintendent and the Assistant Superintendent of Business and Fiscal Services that the Board of Trustees approve this consent item.

ADDITIONAL MATERIALS:

Attached: [2023-24 Local Control Accountability Plan - Revised \(130 pages\)](#)

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Oxnard School District

CDS Code: 56-72538-0000000

School Year: 2023-24

LEA contact information:

Dr. Anabolena DeGenna

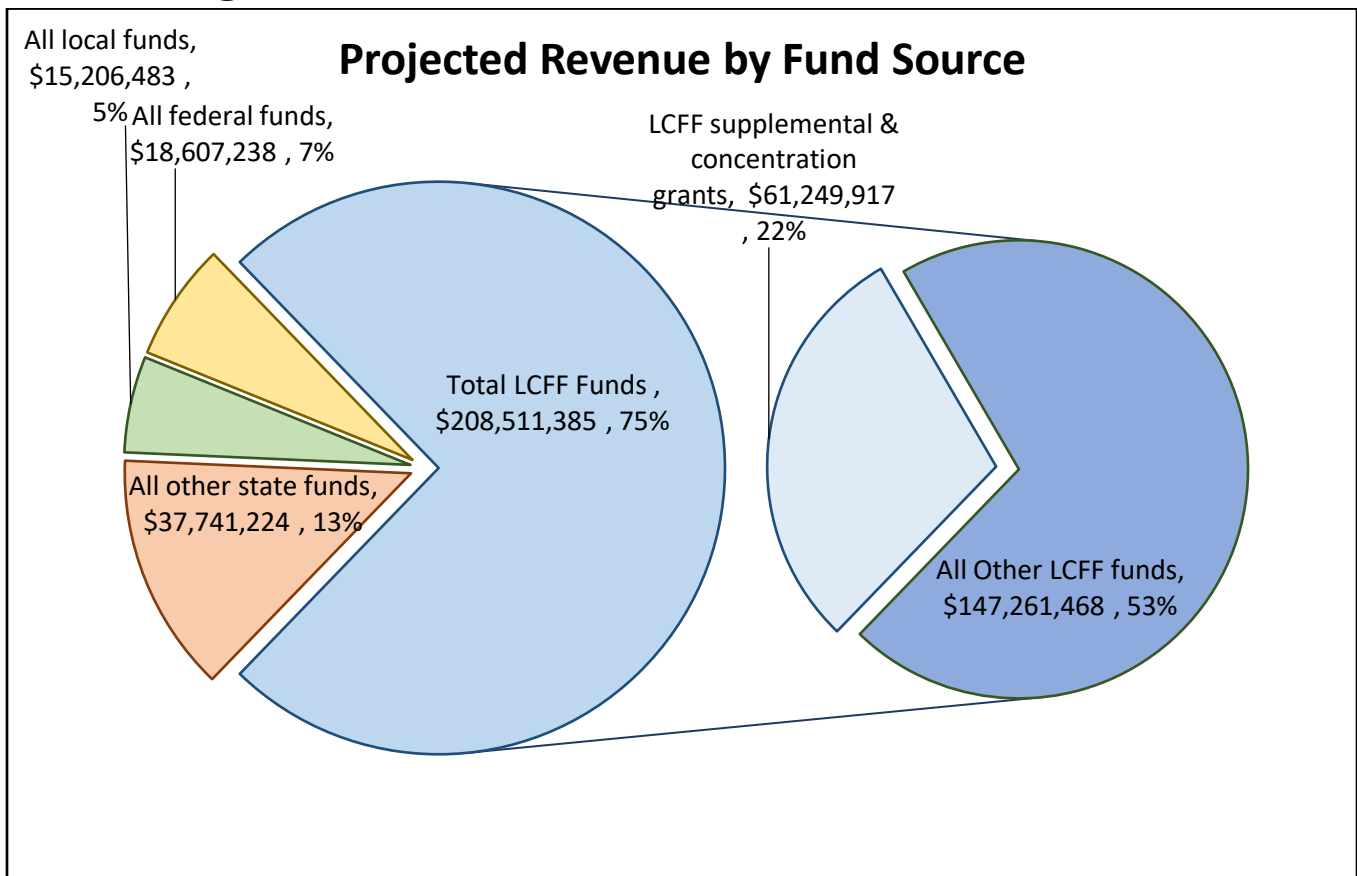
Interim Superintendent

adegenna@oxnardsd.org

(805) 385-1501

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

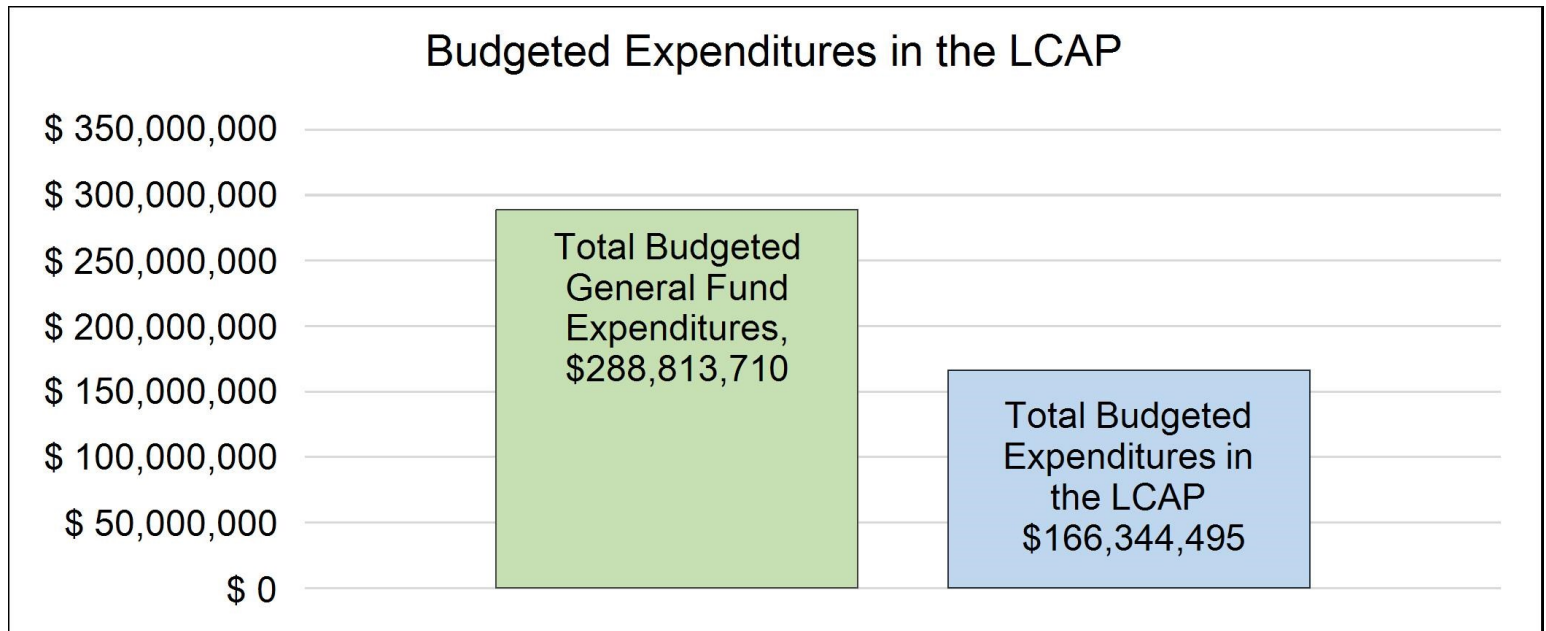


This chart shows the total general purpose revenue Oxnard School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Oxnard School District is \$280,066,330, of which \$208,511,385 is Local Control Funding Formula (LCFF), \$37,741,224 is other state funds, \$15,206,483 is local funds, and \$18,607,238 is federal funds. Of the \$208,511,385 in LCFF Funds, \$61,249,917 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Oxnard School District plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Oxnard School District plans to spend \$288,813,710 for the 2023-24 school year. Of that amount, \$166,344,495 is tied to actions/services in the LCAP and \$122,469,215 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

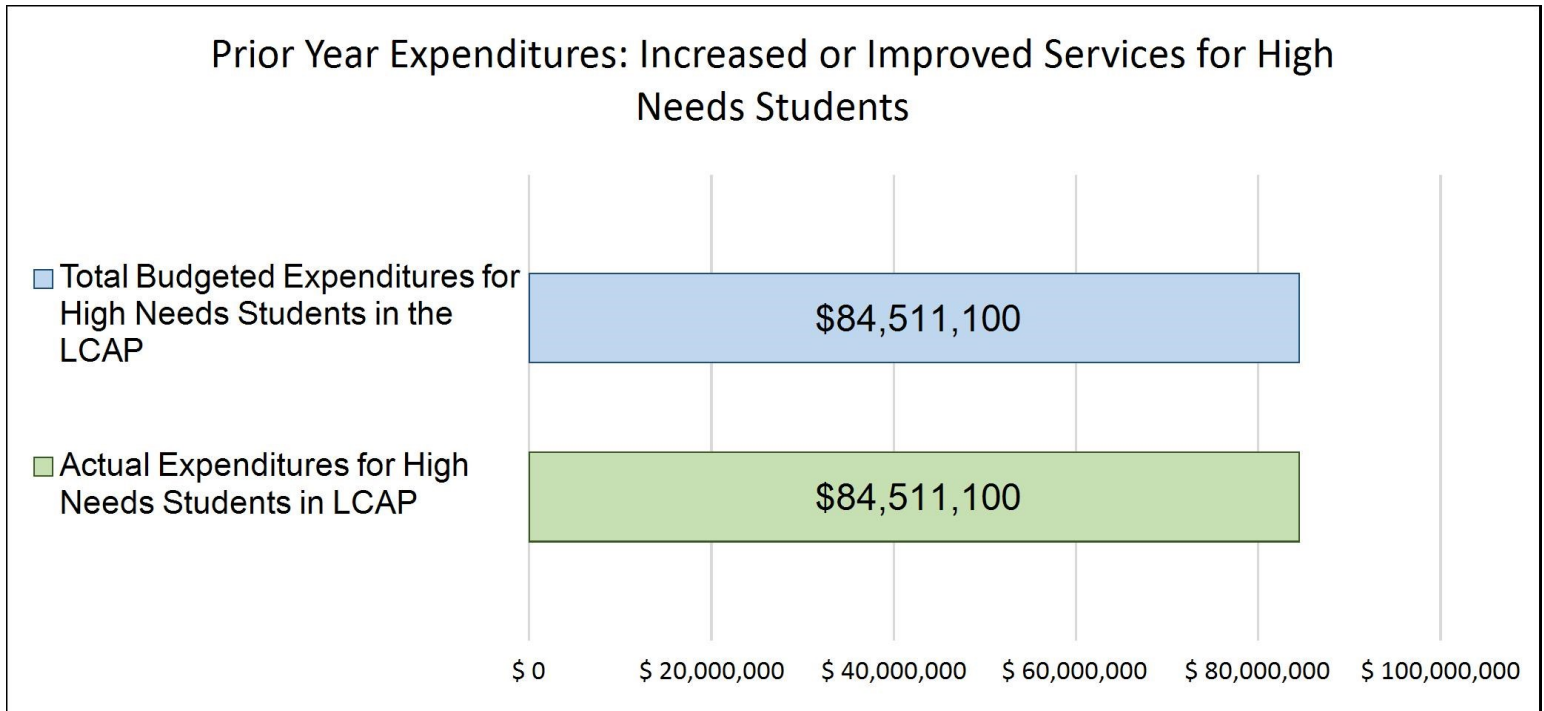
Operational and other expenses such as utilities, substitute staffing, and miscellaneous materials, supplies, and services.

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Oxnard School District is projecting it will receive \$61,249,917 based on the enrollment of foster youth, English learner, and low-income students. Oxnard School District must describe how it intends to increase or improve services for high needs students in the LCAP. Oxnard School District plans to spend \$61,249,917 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Oxnard School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Oxnard School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Oxnard School District's LCAP budgeted \$84,511,100 for planned actions to increase or improve services for high needs students. Oxnard School District actually spent \$84,511,100 for actions to increase or improve services for high needs students in 2022-23.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oxnard School District	Dr. Anabolena DeGenna Interim Superintendent	adegenna@oxnardsd.org (805) 385-1501

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The Oxnard School District is located in Oxnard, California, the largest city in Ventura County. Established in 1873, the Oxnard School District has 21 schools serving approximately 14,381 students in grades TK through Eighth. The district demographics are as follows; 93.5% Hispanic/Latino, 2.8% White, followed by 1.2 % Filipino, .8% African American, .7 % Asian, .8% are students who identify as having two or more races, 1% American Indian, and .0% Pacific Islander. One of the characteristics that make Oxnard unique is the growing number of Latinx students who have Mixteco as a native language rather than Spanish. This unique characteristic provides opportunities for the district to better serve the diversity of its students. The Oxnard School District, like many other districts in California, continues to experience significantly declining enrollment.

Against the backdrop of diversity and an activist and advocacy parent community, the Oxnard School District has committed to expanding its equity and social justice efforts. This shared commitment drives Oxnard’s relentless and continuous improvement efforts, in October of 2022, discussions began with Francisca Sanchez and Provocative Practice about moving forward a more comprehensive and articulated approach to Oxnard’s journey forward building strategically on what has already been accomplished. Having lived through a pandemic and seeing more closely the continued gaps is opportunities for all, the Oxnard School District community has been inspired to take action, and a strategic plan was developed with the involvement of staff, educational partners, students, and community leaders. The development of the Strategic Plan Oxnard EMPOWERS- a vision of possibility in action - allows us to ensure that our district is a responsive educational institution and an organizational advocate in addressing student success with a focus on creating equitable and social-justice-oriented learning environments. Oxnard Empowers and this LCAP represent an explicit investment in values-driven, principles-driven, and research-informed educational planning for the success of Oxnard students.

The district vision: Changing the World! Inspired, Accomplished, Multi-lingual Citizens – In School and Beyond guides the work of the district and the commitment to embark on a journey of transformative school reform centered on a deep respect for students, educators, partners, and communities. For the district to achieve this vision, the district has developed a Student Profile to guide the work of the district. The Student Profile aims to provide students with an education that prepares them to create, communicate, collaborate, design, and apply new knowledge in real life and a variety of different contexts. The district aims for students to be confident, solution-oriented, digitally, artistically,

and linguistically prepared for future opportunities. To achieve these goals, the Oxnard School District is committed to providing students the learning opportunities to become readers, writers, and mathematical thinkers so that they can use this knowledge to advocate for themselves and select courses that will prepare them for the future.

To support the new vision of student success, Oxnard School District affirms five core values and beliefs; 1) Equity and Excellence, 2) Safe and affirming environments, 3) Achievement, performance, multilingualism, and global/sociocultural competence, 4) Relationships built on integrity, mutual trust, respect, and caring, and 5) Professional accountability and service. These values guide the Theory of Action the district has established to accurately translate our intentions into action. The Oxnard School District believes that if we commit to a vision of student success, and if we are relentless in clarifying and supporting classroom leadership, and if we build and support school leadership, and if we organize district leadership around core values and instructional priorities, and if we engage our families and community in active support then we will become a district of highly effective and equitable schools.

The Oxnard School District is committed to increasing the academic achievement of all students through quality instruction, meaningful access, a challenging and engaging curriculum, and aligned assessments while ensuring that all systems are culturally and linguistically responsive to the needs of our students and their families. To ensure and evaluate these practices, the district looks to guiding documents like the California English Learners Roadmap, the California Frameworks, and the Dual Language Guiding Principles. In line with these documents, the Oxnard School District welcomes and responds to the diverse need of all students, including the varied typologies of English Learners within the district. District teachers, staff, and administrators are committed to providing students with an enriched educational experience by ensuring students have access to a broad course of study, including STEM and the Arts. Recognizing that our students' home languages represent a powerful asset for themselves and our community, our district is committed to building strong, research-based, and standards-driven biliteracy programs across eleven schools in the district.

To ensure that all students, including English Learners and students receiving special education services, are receiving a rigorous academic educational program that prepares them for college and career the district commits many resources to the continued development of the teaching staff. Professional learning is focused on deepening understanding of the state standards, implementation of high-leverage instructional practices, and the effective use of scaffolding and differentiated instruction through the lens of culturally responsive teaching practices. As a district, we believe that the most effective instruction happens in inclusive settings where students receive grade-level standards that are scaffolded to meet their needs.

Though there are many assets within our community and district, we are also intensely aware that the community is impacted by high rates of poverty, crime, and trauma. Given the demographics of the Oxnard School District, district teachers, staff, and administrators must be committed to providing programs that support the challenges that greatly impact the community. 87.7% of the students are categorized as Socioeconomically disadvantaged, 50.3 % as English Learners, 15.5% of students receive Special Education Services, approximately 7.8% of students are classified as homeless, and .3% as Foster Youth. These factors are significant, as they require OSD to ensure that all students are ready to learn. To do this effectively, we must address the physical, mental, and social-emotional needs of our students and families. Consequently, the district has resources in place including but not limited to a community-based Wellness Collaborative; a robust afterschool program, a multi-faceted parent engagement program, extensive wrap-around services to address the needs of the whole child, and additional school-level support to provide improved services to families and staff. These wrap-around services are a cornerstone of our district and we believe providing children with the best educational opportunities demands attention to the whole child.

Based on the current status of our districts, we have defined five areas of work that form a framework for powerful and sustainable district transformation. The first is to focus on student academic engagement and achievement. For this to improve the district will need to

dramatically accelerate student academic engagement and achievement across all Oxnard populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices.

The second area of work is to create and maintain safe, affirming, equitable, and enriched culturally and linguistically multilingual environments of high intellectual performance across all content areas and in all areas needed for 21st Century success. To accomplish this, the third area of work is to provide strategic direction, guidance and support to sites and district departments focused on improving the instruction, interaction, and engagement in every classroom so that all students reach high levels of academic excellence, multilingual achievement, global competency, and healthy identity development, agency and voice.

The success of our district includes our greater community and educational partners; therefore the fourth area of focus is to create and grow family and community alliances focused strategically on their collaborative leadership roles in supporting and promoting student success as defined by the Oxnard Student Profile. To bring all of these areas together, the fifth area of focus is to create a coherent and sustainable district-wide infrastructure and culture to support and communicate the district's identity and strategic work on behalf of all students, facilitate strategic plan implementation, monitor progress, and assess effectiveness and sustainability, and position the district as a leader in equitable and excellent education.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

The Oxnard School District has many assets upon which to build its future successes. With leadership committed to the high achievement of all students and the nurturing of a respectful and collaborative district culture, the district is already on a transformational journey. Currently, there are four major areas of growth, accomplishment, opportunity, and strength: Creating Systems to support the improvement of instruction/program design, expanding biliteracy/dual language education, human capital, and parent-family engagement. These are areas that have a high potential for supporting OSD's transformation.

COVID-19 had a tremendous impact on the academic progress in OSD. Nevertheless, there are a few points in the area of accountability that demonstrated growth for some of our more marginalized students. While the general population demonstrated some regression on standardized testing, our English Learners made some growth. According to the Smarter Balanced Assessment in the area of English Language Arts, our EL population increased from 5.43% of students at or above grade level in 2019 to 12.21% in 2022. In Mathematics, this same group moved from 4.02% at or above grade level to 7.18%. On the California Dashboard English Learner Progress increased from 50.4% in 2019 to 59.8% in 2022. Though this growth is minimal and still extremely low for English Learners, it is an area of growth for the district.

There are areas that do not yet demonstrate success on standardized measures, but we believe they are creating the foundation for future growth. Notable is the focus on program design to support the improvement of instruction through the development of the district mathematics and literacy/biliteracy pedagogies. This includes providing additional professional learning days to ensure all teachers have the training necessary aligned to standards and district pedagogies, instructional coaching and support on lesson design and delivery for teachers through the use of Teachers on Special Assignment/Instructional Specialist; and establishing early release days for teacher planning and collaboration to ensure district provided training is being put into practice. As a part of this effort, the district has developed and

is implementing a K-5 Standards-based report card that is aligned to the California Common Core Standards and the professional development teachers receive. The report cards also come with Teacher Guides and Parent Guides, which include rubrics, expectations, and resources to ensure clear communication for all educational partners.

The biliteracy/dual language programs are a cornerstone of the district's focus on implementing and protecting powerful additive programs that have a strong research base and evidence related to their potential for dramatically improving student achievement. To this end, the district has adopted a common instructional framework and continued to develop instructional integrated biliteracy units. The work in biliteracy earned the district a place in the new publication by the California Department of Education - Improving Education for Multi-lingual and English Learner Students: Oxnard School District's District-Level Planning and Investment in Building and Sustaining Dual Language Education- Principle Three of the Ca EL Roadmap. The alignment of district practices to the English Learner Roadmap has proved helpful in ensuring high-quality inclusive opportunities. The majority of our biliteracy programs are in schools with high linguistic needs and with high poverty. The district has eliminated all barriers to entry into the program to ensure all students have access regardless of their native language. On local assessments, benchmark data follows the trends of the Thomas and Collier study. The district will continue to monitor data closely and adjust as necessary to ensure all students are achieving. As a result of this work, the Oxnard School District received the prestigious 2022 Lynne Aoki Multiple Pathways to Biliteracy District Recognition Award from Californians Together. The purpose of the award is to inspire the development of robust dual language programs, multiple opportunities, and comprehensive pathways in order to enable all students to reach their full potential of proficiency in two or more languages. Once again, this recognition validates the work that has been done, however, the district also acknowledges that there is still much work ahead in terms of implementation of the established practices. Another notable effort to establish a strong foundation for academic progress is the partnership OSD established with California Education Partners for the Pre-School to 3rd Grade Mathematics Collaborative. In partnership with UCLA and Cal-Ed Partners, OSD was able to provide teachers with in-depth training and coaching on mathematical practices and Counting Collections. Though the results are not yet transferred into Standardized assessments, in preliminary data demonstrates growth in local assessments in the primary grades at schools where the coaching started.

Based on the LEA Local Indicator Self-reflection Process Parent Engagement is an area of strength. Over the last several years, building relationships with parents has been a priority for the Oxnard School District. The Oxnard School district has had tremendous success building collaborative relationships with parents, particularly parents of English Learners. In addition to regular participation in committees and councils, the district has also spent a great deal of effort in providing parents with training such as Project 2Inspire. This opportunity has empowered parents and created strong leaders who now work collaboratively with district and school staff. This has also created a great space for open and honest communication between families and the school district. The district employs two District Family and Community Liaisons to work with families of students most at risk. These staff members are housed in the newly open Family Resource Center which is open to families for support during the workday. Part of the work of this team is to ensure that our students identified as homeless or foster youth receive additional support and services. Additionally, through the Family Resource Center parents are provided opportunities to participate in Professional Learning in a variety of areas. Every school has an outreach consultant whose position is to work with parents in support of any school or community service that is needed. Over the last two year OSD has made great progress in family and community outreach. Currently, OSD has many parent groups including the African American Parent Advisory, Mlxteco Parent Advisory, Advisory Group for Parents of Foster Youth, Asian-American, and Pacific Islander Parent Advisory, and DELAC.

Each of the local indicator self-reflections tools was administered and narratives are complete. The 2023 Dashboard will indicate 'met', in the fall. The Oxnard School District continues efforts to meet the criteria for each of the local indicators.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

There is much to be done to achieve Oxnard's new vision and student success, the level of student achievement is still unacceptably low. Even with the investment made in human capital, and multilingual pathways, there is still a need to provide staff with additional opportunities for professional growth and support. Students need more access to rigorous, challenging, and engaging curricula and pedagogy. The need to continue to refine and implement a clearly articulated MTSS process.

Student Performance in all areas of The California Dashboard is poor. Despite programs that have been put in place, the 2022 data was not favorable for the district, the impact of COVID 19 and school closures were still very much a factor. Chronic Absenteeism was of great concern. Overall, the district scored in the "Very Low" category in 9 of 11 student groups. This has been an area of focus during the 2022-2023 school year, SARB and Mini-SARB conferences have been taking place at all our schools, as well as school site incentives, home visits, and outreach to families. Given the level of Chronic absenteeism, the district has received a grant that will focus on improving school attendance. The Manager of the grant will work closely with School Outreach Consultants and will develop a site plan to improve chronic absenteeism.

Student suspension rated "High" on the 2022 California Dashboard. Foster Youth, Homeless and Students with Disabilities were the three groups that rated very high. This year's LACP will include actions to provide staff development from Safe and Civil schools to site leadership teams to build capacity to strengthen PBIS teams at each site. Additionally, the administrative tea will be exploring restorative practices that can be implemented in lieu of suspension. In particular, the PBIS teams will work on preventative measures that can be put in place for our most at-risk students.

Emergent Bilingual/English Learners continue to be an area of focus for the Oxnard School District, though this student group has made growth, Long-term ELs continue to need additional support. The English Learner Progress metric on the Dashboard is "Low". Though this metric increased from 50.4 in 2019 to 59.8 in 2022, it is still a target area. Based on the rate of Reclassification in the Spring of 2023, we anticipate showing improvement when the 2023 Dashboard is released. We will continue to focus on the implementation of Designated and Integrated ELD at all schools. At Middle Schools, Designated ELD will be differentiated based on student needs and typology. Teachers on Special Assignments will continue to work with teachers on lesson design and language development. Newcomer students will continue to receive specialized programs, in small class sizes to allow for differentiation. Additionally, OSD will provide ELD classes with the English 3D curriculum as well as AVID Excel for students close to reclassification. To assist in this work, OSD has a team of Teachers on Special Assignments across content areas to work collaboratively to improve teaching and learning at scale.

The next focus area is Mathematics, across the district mathematics is our academic area of greatest need. The overall rating on the California Dashboard is "Very Low" and most student groups were also in the very low category. The student groups who were not in "Very Low" are African American students, students of two or more races, White, Asian, and Filipino. However, there are no student groups that were performing at "high or Very High" levels on the 2022 Dashboard. This reality is of great concern. To address this concern the district has put in place many actions including hiring a mathematics administrator to oversee pedagogy and implementation, professional development with the California Education Partners in the P3-CC alignment, hiring three Teachers on Special assignments to support mathematics, piloting new Tier 1 and 2 curriculum and the implementation of a systematic student monitoring system at each school site. Benchmark assessments are monitored after every assessment window and IABs are required as part of the assessment program.

Finally, the last area of identified need is in Language Arts. On the 2022 Dashboard English Learner/Emergent Bilinguals, Foster Youth, Homeless, and Students with Disabilities are in the “Very Low” measure and African American, Hispanic, Socioeconomically Disadvantaged, and White student groups are in the low. During the 2022-23 school year many measures were put in place that will continue in the 2023-2024 school year. Some of these measures include but are not limited to Teachers on Special Assignment to support Literacy and Lesson Design, Site based Literacy coaches at 6 schools, Literacy teachers at all K-5 and K-8 schools, and a new Tier 2 curriculum, and the implementation of a systematic student monitoring system at each school site. Benchmark assessments are monitored after every assessment window and IABs are required as part of the assessment program. During the 2023-2024 school year, the Reading Horizons literacy intervention program will be implemented as a Tier 2 intervention. Professional development will be provided, and the program will be delivered by an intervention teacher at each site.

In alignment with our Strategic Plan, we will continue to focus on strengthening first instruction, that is engaging and evidence-based. Through the improvement cycle process, site principals will work with school teams to develop higher levels of understanding around student grade-level expectations and academic acceleration rather than remediation.

While each of the local indicator self-reflections tools was implemented with educational partners and the 2023 Dashboard will indicate ‘met’, in the fall, we feel strongly that connecting with all educational partners as well focus on standards-based instruction continue to be a priority.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Oxnard EMPOWERS, our new district strategic plan, defines the direction in which we must journey in order to reach that desired destination as articulated in our new vision and our learner profile. One of the highlights of our LCAP is the incorporation of the strategic plan. Because we believe that building on what’s working and the assets, we have will provide us with the most responsive and effective results, the LCAP continues to highlight and support some key non-negotiable programs and directions that are already in implementation status across the district. These include:

Dual Language Immersion (DLI) Initiative (at already identified schools)

Collaborative TK-E Math Project with UCLA (at identified schools)

MTSS Refinement and Alignment Efforts

Middle School Task Force and partnership with the California Education Partners on the “On Track” collaborative.

Investment in the Social and Emotional well-being of students

Strong family and community connections

This LCAP also is designed to ensure that we are making progress toward achieving student success. We define student success by achieving the characteristics of the Oxnard Student Profile. The student profile establishes the key characteristics or traits of a successful student. The Student Profile is the cornerstone of the district’s transformative efforts to dramatically improve outcomes for its students.

In order to achieve the profile, this LCAP supports our instructional priorities. Our instructional priorities are lenses through which we focus our work. To accomplish these priorities this LCAP calls out the investment made toward high-quality, evidenced-based professional learning. The District's commitment to building human capital is supported by a body of research that demonstrates that the greatest student achievement is directly connected to the teachers in the classroom and the adults who interact with students. This LCAP represents the commitment to invest in developing strong educators, leaders, and families through professional development opportunities and parent engagement opportunities. Providing these experiences will ensure that as the Oxnard School District community, all educational partners are working towards the same goal.

Equity and access for all students, coupled with the mindset that the ethnic and linguistic diversity in Oxnard are assets to be celebrated, encouraged, and reinforced is another highlight of this LCAP. This is accomplished in this LCAP by expanding learning opportunities, providing differentiation in instruction, and focusing on the needs of all community members, including African Americans, Mixteco, and students with special needs. In addition, the expansion of the biliteracy program provides access to many families and students. Aside from the academic component, the social and emotional well-being of students and families is a highlight of this LCAP. This is evidenced by the investment in counselors, Outreach Consultants, Health Aids, and LVNs. The District is committed to ensuring students' and families' needs are met, this is also evidenced by investment in child nutrition, transportation, translation services, and many other actions.

The final highlight of this LCAP is the Tiered approach to meeting student academic needs. Starting with a focus on first instruction, both in English instruction programs, as well as in the biliteracy programs across content areas. Followed by evidenced based Tier II interventions in both literacy and mathematics. In addition, the continued development of programs, systems and supports within the Special Education department ensure that students most in need are identified early and are provided high-quality educational programs.

In developing the LCAP annually, Oxnard School District measures its progress in meeting the specific requirements. LCFF priorities also include the review of Local Indicators measured through self-reflection. The 2023-2024 LCAP Goals include metrics that will show 'met' when the CA Dashboard opens to the public in the fall of 2023. "Met" indicates that the district completed a reflection for each state's priorities aligned to the local indicators. The CA Dashboard will indicate each reflection in its entirety on the public website. Failure to complete the reflection will result in a 'not met' on the dashboard. The district dashboard will show 'met' and will use the information to support the actions & services addressing the conditions of learning, pupil outcomes, and engagement. Local Indicators address the following state priorities- Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1), Implementation of State Academic Standards (LCFF Priority 2), Parent and Family Engagement (LCFF Priority 3), School Climate (LCFF Priority 6), and Access to a Broad Course of Study (LCFF Priority 7) For more information on Local Indicators

<https://www.caschooldashboard.org/about/faq>. To view our district local indicators, please visit <https://www.caschooldashboard.org/>

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Fremont Academy of Environmental Science and Innovative Design

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Oxnard School District will provide support to Fremont Academy as they develop and implement their CSI plan. The support will be focused on a school reform model that will improve student outcomes in the areas of chronic absenteeism, suspension rate and academics, specifically in English language arts and mathematics.

Oxnard School District will utilize internal systems, programs and personnel to inform the plan. Required components of a CSI plan are already incorporated into the SPSA template (comprehensive needs assessment, educational partner involvement and resource inequities). Therefore, the Fremont SPSA will serve as the CSI plan. The Leadership Team and School Site Council of Fremont Academy will develop and monitor the plan with the guidance and support of the Director of School Performance and Student Outcomes, who will also act as their CSI Coordinator. Data from benchmark assessments will continue to be analyzed to determine student need. Teachers have PLC time at least once a week and separate common planning time at least once a week to plan instruction. A robust MTSS system will be implemented in order to ensure student needs are met. Guidance and support for MTSS is provided by the Director of Pupil Services. The district supports academic intervention programs in which Fremont students will participate. The district's professional development plan includes and supports professional learning related to: evidence-based instructional strategies; mathematics and comprehensive literacy; district mandated academic programs and software; district data systems; Positive Behavioral Interventions and Supports (PBIS); the MTSS process; and social emotional programs and strategies. Site Administrators are included in that professional development, but they also participate in specific professional development to enhance their skills as instructional leaders through a consultant. There is a comprehensive family and community engagement plan which includes structures to engage various members, such as DELAC; ELAC; SSC; PAC; PTA; the African-American Parent Group; the Mixteco Parent Group; the Asian-American, Pacific Islander Parent Group and Project2Inspire.

In addition to the district's internal support systems and services, CSI funds have been used to contract with an external provider to support Fremont Academy in their CSI plan development and implementation. Orenda Education uses the Teach, Lead, Counsel (TLC) approach. TLC provides equity-based systemic changes to schools, so improvement is continuous and sustainable.

- TEACH builds a powerful teaching and learning system by designing grade-level curriculum, common assessments and instructional strategies while enabling educators to reflect and reassess their methods.
- LEAD builds the capacity of site and district leaders through a scholarly and technical approach to support the school conditions for staff and students to reach achievement targets.

- COUNSEL builds the student support services division of the school community where staff use actionable college readiness indicator data via Orenda’s monitoring software to measure student progress towards college and career readiness.

Orenda Education will conduct an equity study to serve as baseline data to understand current systems and conditions which contributed to Fremont’s CSI status. The study will include interviews with educational partner groups; data gathering and analysis; surveys and student shadowing. District and Site Leadership will participate in professional development comprised of “power clinics” and Fall and Spring Institutes. Professional development will also be provided directly to teachers. All actions will be in alignment

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

The CSI Coordinator (District Director) will join the site’s School Site Council and Leadership Team meetings on a regular basis to monitor and evaluate the implementation of the CSI plan utilizing a monitoring tool to measure progress toward metrics.. A representative from the external technical support provider will also be invited in order to provide information and updates. The meetings will address the extent to which the CSI funds are being utilized to assist in meeting the grant objectives.

Outcome data to be collected and used to inform ongoing decision making and the effectiveness of the school's CSI plan will include:

1. Academic achievement data - CAASPP ELA and Math results, including those of all subgroups;
2. Local benchmark data - STAR Reading and STAR Math results
3. Student engagement data - student attendance, chronic absenteeism and suspension rates;
4. Student social emotional learning data- Panorama results;
5. Parent engagement data – Panorama results.

Outcomes will be shared during SSC, ELAC, Site Leadership and staff meetings.

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

The Oxnard School District believes that educating our children is a shared responsibility, therefore educational partner input and engagement is critical to the LCAP development process. The LCAP committee for 2023-2024 consists of diverse educational partners: District administrators representing all district departments, middle school administrators, K-5 Administrators, members of the Oxnard Educators Association, members of the Oxnard Supportive Services Organization, members of the California School Employees Association and parents. To engage this committee, 3 LCAP meetings were held; February 7, 2023, March 14, 2023, and May 16, 2023. The purpose of the meetings was to share the LCAP process with educational partners, present district data, gather input on the needs of the district from the perspective of the different educational partners, and ultimately share the recommendations of the team that will be addressed in the 2023 LCAP. The meetings were collaborative, and all the different educational partners were able to provide recommendations to the team. The LCAP process and draft were also shared with different parent and community groups, including DELAC, the Parent Advisory Committee, the African American Advisory Committee, the Mixteco Parent Advisory Committee, the Asian American and Pacific Islander Parent group and a group for families with Foster Youth. Data was gathered from each parent group as to the specific needs from each group's perspective. Special Education representatives were present at least at one of each parent group meeting to provide information and gather feedback on special education programs.

In addition, an LCAP Panorama survey was created for both community and families in both English and Spanish. A different LCAP survey was created for staff. During the LCAP meeting, the surveys were shared and recommendations were provided for the development of the LCAP. The surveys were posted on the district website, and emailed to staff and families. The input was also gathered from staff through Curriculum Council meetings. These meetings are ongoing and this space provides teachers an opportunity to give feedback and input on instructional needs connected to the State Priorities. Additionally, as a result of feedback on communication, the Education Services Department hosts a biliteracy teacher focus group. During these meetings a representative from each school can share concerns and provide input and feedback on issues related to biliteracy.

Student voices and input were gathered through monthly meetings with the Superintendent Fellows. This group is comprised of a student representative from every school site. They meet regularly with the Superintendent to provide input on their experience at the school site, to make recommendations on what students need to be more successful, and to provide feedback on district programs. Some of the Superintendent Fellows participated in the development of the Oxnard EMPOWERS Strategic Plan. Additionally, the Superintendent and the Associate Superintendent held student focus groups at each of the middle schools to gather input from diverse student groups.

The Public Hearing for the LCAP was held on June 7, 2023, during this time, no public comments were received. The LCAP was taken to the School Board for approval on June 21, 2023. No written responses were asked by committee members between the public hearing and the approval process.

The SELPA participated and was available to consult on several activities that align with a district's LCAP discussions and development. This would include the following: Targeted Monitoring & Intensive Monitoring Reviews: Special Education Plan Operations Cabinet Meetings Superintendents' Policy Council Inquiry and Implementation Network Meetings 1-1 meetings as requested and may align to your Draft LCAP review meetings with the VCOE's Accountability and Continuous Improvement team.

A summary of the feedback provided by specific educational partners.

As a result of the outreach to the different educational partners, several trends surfaced aligned with LCFF State Priorities. The first area that was shared by multiple groups centered around the need to provide students with additional resources to address the continued impact of COVID-19 on the learning process during the 2022-2023 school year. This concern was voiced in all meetings as well as data gathered via surveys from varied educational partners. Some of the suggestions were summer school, additional before or after-school opportunities, and opportunities to work with intervention teachers. Additionally, educational partners recommended the need for individualized support for students. To address this need, suggestions were made to provide schools with lists of evidence-based intervention materials. Additionally, in order to meet students' needs, certificated staff felt strongly they needed structured planning time and a choice of professional learning opportunities. Staff also requested training on differentiation of instruction and inclusive practices. Another area that was discussed, mostly by staff, was the need to invest in more teacher training on evidence-based practices to support the literacy and mathematics gaps in student learning and the need for more intervention support programs and all schools but primarily middle school. In addition to intervention, educational partners noted the need to have more arts education embedded in school programs so that all of the characteristics of the student profile are addressed.

Another area that surfaced among all of the different educational partners was the need for additional social and emotional support for students. It was recommended that students receive instruction on how to cope with the trauma experienced during the Covid-19 pandemic. Recommendations also included more counseling services for students and a strong implementation of a PBIS program. The need for additional counselors was shared by several groups both in meetings and via surveys. Connected to this, staff voiced concerns about the extremely challenging behaviors experienced in school during the 2022-2023 school year and the need for a universal, systematic approach to address discipline, including restorative practices. In response to this, more actions and services have been included in this year's LCAP. Via the staff survey, staff shared the need for more professional growth opportunities. In disaggregating the data, this was most evident with classified staff. Additionally, staff continued to share concerns about district-wide communication and a forum to provide more feedback. During the 2022-2023, school year, the central office provided several opportunities for feedback for certificated staff, such as Curriculum Council, Middle School Task Force, and interest surveys. Classified staff was provided opportunities to provide input and feedback through job-a-like meetings for ORCs, Attendance Technicians, and School Office Managers. Throughout the year, the Superintendent and Associate Superintendent held large convenings with classified staff and management to share the Strategic Plan and solicit feedback and input on staff needs.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Educational partners' input was prioritized by how much direct contact and impact the action or services recommended had on students, particularly students with the greatest needs and who continue to experience the most significant impact from the Covid-19 pandemic. During the 2022-2023 school year, this continued impact was present both in terms of learning loss as well as social and emotional needs. As a result of the on-going impact, the district services continue to be the same. This includes services for students experiencing homelessness and foster youth.

Educational partners' input greatly influenced many sections of the 2023-2024 LCAP. As a result of the information provided several services have been included in the updated LCAP:

- Hiring MTSS teachers to support Tier 2 instruction with systematic evidence-based interventions in Language Arts and Mathematics.
- Purchase and Implementation of a Tier 2 Mathematics and Language Arts Intervention program
- Refinement of the MTSS Handbook to clarify the process and identify resources
- Training for staff PBIS and support to revamp the school-site PBIS teams
- Funding to provide staff with a new PD hourly rate to encourage attendance for professional development opportunities
- Partnership with Oxnard College to allow students to take college courses.
- Collaboration with California Education Partners and the “On-Track” Collaborative to explore options to improve the transition for 8th-grade students into high school and access to A_G courses.
- Addition of 6 Licensed Marriage and Family Therapists (LMFT) to support students
- The implementation of structured counseling support by providing counselors with additional training with Hatching Results.
- Additional library resources to support diversity and inclusion.

The actions in the LCAP have supported the continuing engagement of parents and families in the district. In addition to DELAC and PAC, in 2021 Oxnard School District established the African American and Mixteco Steering Committees and African American and Mixteco parent focus groups. These groups have continued to develop and grow. During 2022 the Asian American and Pacific Islander group was added as well as the group to support Foster Youth in an effort to engage groups that have been traditionally and historically underrepresented and underserved. These parent groups have had many opportunities to voice their needs and to engage in the district’s decision-making processes by providing ongoing input on the development of the LCAP goals. In some of the parent groups, the need for more parent support on instructional programs, technology, and school information was shared. Families in the African American parent group shared that they see the need to ensure all staff receives sufficient training on culturally responsive pedagogy and inclusive practices and the implementation of a diverse curriculum that is representative of the African American culture/history.

Goals and Actions

Goal

Goal #	Description
1	This Broad Goal Addresses Basic Services (Priority 1), Student Outcomes, Engagement and the Conditions of Learning. Oxnard School District will ensure all students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.

An explanation of why the LEA has developed this goal.

This goal was developed in alignment with the Oxnard EMPOWERS Strategic Plan Goal 1, Improving Student Academic Engagement and Achievement, the Oxnard School District recognizes that it must dramatically accelerate student engagement and achievement across all Oxnard populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices. Student data show that Oxnard School District needs to increase academic achievement of all students, including English Learner, Foster Youth, Low Income students and student groups with a performance gap. The metrics were chosen for this goal because these metrics provide both statewide and local assessment metrics that are able to be disaggregated by student group to ensure that all student groups are being addressed and held to high standards. The 2022 Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Basic Services, State Priority 1, Implementation of Standards, State Priority 2, Access to Broad Course of Study, State Priority 7. All of these metrics will allow the district to measure and monitor year to year growth of all students and students with performance gaps. The actions and metrics were selected because the district feels strongly that though evidenced based first instruction teachers will provide students the rigorous instruction necessary for students to be successful. Additionally, OSD is committed to ensuring this success by providing students research based biliteracy instruction. OSD believes the instructional practices are fundamentally important for students continue to improve academically and prepared for college and career.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 1 Basic Services Access to Standard Aligned Materials	100% Fall 2020 (per Williams)	100% Fall 2021 (per Williams)	100% Fall 2022 (per Williams and local measures)		Maintain/100%
Priority 1 Fully Credentialed Teachers	100% Fall 2020 (Census Day) CA Dashboard	97% Fall 2021 (Census Day) CA Dashboard	96% Fall 2022 (Census Day) CA Dashboard		Maintain/100% CA Dashboard

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 2 Implementation of all CA state standards, including how ELs will access the CCSS and ELD standards Local Indicator	CA Dashboard Rating of 3/5 as of 2020	Local Indicators CA Dashboard Rating 4/5 as of 2021	Local Indicators CA Dashboard Rating 4/5 as of 2022		CA Dashboard Increase to a rating of 5/5
Priority 4 SBAC Language Arts	SBAC Most recent data 2019 Language Arts 29.73% Met or Exceeded -All 5.43% Met or Exceeded - EL 26.29% Met or Exceeded - SED Mathematics 17.24% Met or Exceeded -All 4.02% Met or Exceeded - EL 14.98% Met or Exceeded - SED	SBAC 2022 Data Language Arts 28.5 % Met or Exceeded -All 12.24 % Met or Exceeded - EL 26.50 % Met or Exceeded - SED Mathematics 14.63 % Met or Exceeded -All 7.18 % Met or Exceeded - EL 12.95 % Met or Exceeded - SED	SBAC 2023 data pending Language Arts Met or Exceeded -All % Met or Exceeded - EL % Met or Exceeded - SED Mathematics % Met or Exceeded - All % Met or Exceeded - EL % Met or Exceeded - SED		Language Arts 45% Met or Exceeded -All 20% Met or Exceeded - EL 41% Met or Exceeded - SED Mathematics 23% Met or Exceeded -All 19% Met or Exceeded - EL 30% Met or Exceeded - SED
Priority 4 Pupil Achievement CA Dashboard Language Arts	50.6 Average Distance from Met All Students Most recent data 2019 66.6 Average Distance from Met EL	Most recent data is 2019 50.6 Average Distance from Met All Students 2019	2022 California Dashboard All Students 55.9 Points Distance from met		11 Average Distance from Met All Students 27 Average Distance from Met EL

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>57.9 Average Distance from Met SED</p> <p>59.1 Average Distance from Met Foster Youth</p>	<p>66.6 Average Distance from Met EL</p> <p>57.9 Average Distance from Met SED</p> <p>59.1 Average Distance from Met Foster Youth</p>	<p>EL - 70.8 Average Distance from Met SED - 61.2 Average Distance from Met Foster Youth - 101.2 Average Distance from Met Homeless - 90.8 Average Distance from Met African American - 42.1 Average Distance from Met SWD - 127.9 Average Distance from Met</p>		<p>18 Average Distance from Met SED</p> <p>20 Average Distance from Met Foster Youth</p>
<p>Priority 4 Pupil Achievement CA Dashboard Smarter Balanced Math</p>	<p>87.2 Average Distance from Met All Students 2019</p> <p>97.9 Average Distance from Met EL</p> <p>93.8 Average Distance from Met SED</p> <p>119.3 Average Distance from Met Foster Youth</p>	<p>Most recent data is 2019</p> <p>87.2 Average Distance from Met All Students 2019</p> <p>97.9 Average Distance from Met EL</p> <p>93.8 Average Distance from Met SED</p> <p>119.3 Average Distance from Met Foster Youth</p>	<p>2022 California Dashboard</p> <p>All Students 99.4 Points Distance from met</p> <p>EL - 109.4 Average Distance from Met SED - 104.6 Average Distance from Met Foster Youth - 133.4 Average Distance from Met Homeless - 124.6 Average Distance from Met</p>		<p>48 Average Distance from Met All Students 2019</p> <p>58 Average Distance from Met EL</p> <p>54 Average Distance from Met SED</p> <p>80 Average Distance from Met Foster Youth</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
			African American - 88.1 Average Distance from Met SWD - 161.6 Average Distance from Met		
Priority 4 Pupil Achievement CA Dashboard California Science Test	Science Most recent data 2019 29.93 % Met or Exceeded -All 2.90 % Met or Exceeded - EL 18.75 % Met or Exceeded - SED	SBAC 2022 Science 12.36 % Met or Exceeded -All 2.95 % Met or Exceeded - EL 10.79 % Met or Exceeded - SED	SBAC 2023 Pending		50% Met or Exceeded -All 30% Met or Exceeded – EL 40% Met or Exceeded – SED *Updated with desired percentage outcome
Priority 4 CAA Language	English Language Arts Most recent data 2019 15.91% Met or Exceeded Mathematics 9.9% Met or Exceeded	CAA 2022 English Language Arts 14.13 % Met or Exceeded Mathematics 8.28 % Met or Exceeded Science 20.93% Met or Exceeded	CAA 2023 Pending		English Language Arts 2019 45% Met or Exceeded Mathematics 40% Met or Exceeded *Updated with desired percentage outcome

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 4 STAR 360 - Early Literacy	33.2% Met or Exceeded	38.3% Spring 2022 At or Above Benchmark	June 2023 46%% At or Above Benchmark		63% At or Above Benchmark *Updated with revised STAR benchmark language
Priority 4 STAR 360 - Literacy	27.2% Met or Exceeded	25.6% Spring 2022 At or Above Benchmark	June 2023 29.3% At or Above Benchmark		57% At or Above Benchmark *Updated with revised STAR benchmark language
Priority 4 STAR 360 - Spanish Early Literacy	53.9% Met or Exceeded	58.2% Spring 2022 At or Above Benchmark	June 2023 62% At or Above Benchmark		75% At or Above Benchmark *Updated with revised STAR benchmark language
Priority 4 STAR 360 - Spanish Literacy	49.2% Met or Exceeded	50.6% Spring 2022 At or Above Benchmark	Spring 2023 49.4%% At or Above Benchmark		75% At or Above Benchmark *Updated with revised STAR benchmark language
Priority 4 STAR 360 - Mathematics	16.3% Met or Exceeded	17.3% Spring 2022 At or Above Benchmark	Spring 2023 24% At or Above Benchmark		50% At or Above Benchmark *Updated with revised STAR benchmark language
Priority 4 Pathway towards Seal of Biliteracy	2022-2021 - School Year 30% of students	2021-2022 School Year 30.5% of students	2022-2023 School Year Grade 5 - 34%		70% of Students in DLI programs

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Local data	Local data	Grade 8 - 54% Local data		
<p>Priority 4 English Learner English Proficiency (ELPAC) CA Dashboard</p> <p>English Learners Reclassification Rate</p> <p>*Updated with additional data point “English Learners Reclassification Rate”</p>	<p>Data Source: Learner English Proficiency (ELPAC) CA Dashboard</p> <p>50.4% making progress towards English language proficiency</p> <p>Data Source: 2020-2021 English Learners Reclassification Rate</p> <p>Grades 3-8: 6.4% Grades K-8 (All): 3.7%</p> <p>*Updated with clarifying reporting language</p>	<p>Data Source: Learner English Proficiency (ELPAC) CA Dashboard</p> <p>Will update when data is available</p> <p>Data Source: 2020-2021 English Learners Reclassification Rate</p> <p>Grades 3-8: 11.3% Grades K-8 (All): 6.7%</p>	<p>Data Source: Learner English Proficiency (ELPAC) CA Dashboard 2022</p> <p>59.8 % making progress towards English language proficiency</p> <p>Data Source: 2022 English Learners Reclassification Rate</p> <p>Grades 3-8: Grades K-8 (All):</p>		<p>Data Source: Learner English Proficiency (ELPAC) CA Dashboard</p> <p>80% making progress towards English language proficiency *Updated percentage</p> <p>Data Source: 2020-2021 English Learners Reclassification Rate *Need reclass outcome</p>
<p>Priority 7 Access and Enrollment in a broad course of study</p> <p>Master Schedules</p>	<p>Standard met on the CA Dashboard Source QGIS</p> <p>Student schedules indicate access</p>	<p>Standard met on the CA Dashboard Source QGIS</p> <p>Student schedules indicate access</p>	<p>Standard met on the CA Dashboard Source QGIS</p> <p>Student schedules indicate access</p>		<p>CA Dashboard Maintain standard Met *Updated</p>
Priority 8 Other Pupil Outcomes	CA PFT 2020-2021	CA PFT 2021-2022	CA PFT 2022-2023		CA Dashboard-PFT

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Physical fitness Test	<p>Grade 5 58.5% Aerobic Capacity 49.2% Body Composition 46.3% Abdominal Strength 81.1% Trunk Extension Strength 50.9% Upper Body Strength Flexibility</p> <p>Grade 7 55.7% Aerobic Capacity 46.9% Body Composition 59.5% Abdominal Strength 79.7% Trunk Extension Strength 43.4% Upper Body Strength 79.5% Flexibility</p>	<p>Measurement changed post COVID to only include Participation Rate Data maintained locally</p> <p>Grade 5 95% Aerobic Capacity ELIMINATED Body Composition 95% Abdominal Strength 96% Trunk Extension Strength 95% Upper Body Strength 96% Flexibility</p> <p>Grade 7 95% Aerobic Capacity ELIMINATED % Body Composition 93% Abdominal Strength 93% Trunk Extension Strength 95% Upper Body Strength 96% Flexibility</p>	<p>Participation Rate of students in Grades 5 and 7</p> <p>Grade 5 96% Aerobic Capacity ELIMINATED Body Composition 95% Abdominal Strength 97% Trunk Extension Strength 96% Upper Body Strength 97% Flexibility</p> <p>Grade 7 93% Aerobic Capacity ELIMINATED Body Composition 93% Abdominal Strength 92% Trunk Extension Strength 93% Upper Body Strength 92% Flexibility</p>		<p>Grade 5 62% Aerobic Capacity 60% Body Composition 58% Abdominal Strength 90% Trunk Extension Strength 57% Upper Body Strength Flexibility</p> <p>Grade 7 64% Aerobic Capacity 56% Body Composition 66% Abdominal Strength 90% Trunk Extension Strength 52% Upper Body Strength Flexibility</p> <p>*Updated outcomes</p>
K-8 District. High School dropout rate, graduation rate, UC A-G requirements, CTE	N/A	N/A	N/A		N/A

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
pathways and AP do not apply.					
Priority 5 Pupil Engagement Middle School Drop Out Rate	CALPADS - Fall 1, Report 8.1c indicates 2 drop outs/5227 total enrollment which = .0004% drop out rate.	2021-2022 CALPADS Fall 1, Report 8.1c indicates 2 drop outs/5087 total enrollment which = .0004% drop out rate.	2022-2023 CALPADS Fall 1, Report 8.1c for 22-23 indicates 0 dropouts.		CALPADS 0% Dropouts *Updated data source

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	3 professional learning days	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Given this percentage creating a program that addresses interventions alone will not suffice. The Oxnard School District strongly believes that best first instruction will have the greatest impact on improving the outcomes for these students. In order to do this; the district will be providing staff 3 additional professional development days to staff before the start of the school year. These days will focus on:</p> <ul style="list-style-type: none"> • Social and Emotional programs and strategies • Mathematics and Balanced Literacy • Evidenced based instructional strategies • District programs and resources aligned to instruction <p>These actions will increase services for unduplicated students by improving teaching and learning focused on rigorous grade level standards.</p> <p>Teacher Extra Time: Resources: Contracts:</p>	\$2,835,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.2	Student Literacy Interventions	<p>Oxnard School District's unduplicated students are some of the lowest performing student groups on state and local assessments. . The district will design and deliver developmentally appropriate high-quality literacy and content instruction with a challenging and engaging curriculum that is responsive to the cultures, languages, identities, and lived experiences of Oxnard's students, has a strong literacy engagement component, scaffolds instruction, activates students' multilingual repertoires, and builds academic language across the curriculum. This design will include a comprehensive and multi-tiered system to support all students.</p> <p>Literacy Intervention teachers will be provided for all K-8 and elementary schools in order to provide evidence based literacy intervention.</p> <p>Middle School's will receive Literacy Intervention Extra Period, Grades 6-8</p> <p>Intervention teachers will utilize Leveled Literacy Intervention (LLI) Program and Reading Horizons. This program will require training staff and purchasing the necessary material and resources to support a successful implementation . LLI is a research- based supplementary intervention system designed to help teachers design powerful daily small group instruction for the lower achieving students in the early grades.</p> <p>LLI Professional Learning will provide Literacy Intervention teacher training on LLI, specifically on the overview of the lesson framework, assessing and grouping students, teaching within the LLI lessons, using the prompting guide, understanding the demand of texts and documenting progress.</p> <p>In addition, this will include all interventions for students receiving Special Educaiton services outside of the core curriculum.</p>	\$2,658,510.30	Yes

Action #	Title	Description	Total Funds	Contributing
1.3	Development in Literacy	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students and will be used to dramatically accelerate student academic engagement and achievement across all Oxnard populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices.</p> <ul style="list-style-type: none"> • This action is designed to build the collective capacity to improve first instruction in literacy through continued funding of subject-expert leaders, teacher supports through collaboration , and professional development • Implement 1st -8th Grade interim assessments. • Supports the implementation of state standards in every classroom ensuring unduplicated students access to the core curriculum and grade level standards • The additional professional development increases the effectiveness of teaching state standards. • All professional development includes components designed to improve teaching of English language learners. • Professional Development focused on Balanced Literacy provided by consultants to help teacher leaders. • Teachers and site administrators will be provided the guidance and support to design and implement effective lessons that yield high-impact literacy instruction for all students. • Lexia Core 5 and Power Up Subscriptions 3 Year License Subscription will support students’ literacy development in combination with first instruction. 	\$417,270.00	Yes
1.4	Continue expansion and refinement of District Dual Language Programs	English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. Dual Language Immersion Programs remove barriers while providing access to the core curriculum in the primary language. The district will	\$956,055.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>continue to develop coherent TK-8 multilingual pathways so that all students are able to achieve competency in a second.</p> <ul style="list-style-type: none"> • An expansion of a well established English learner program • The program increases English literacy while maintaining the primary language • The expectation is that students are prepared to receive the pathway to the Seal of Biliteracy Award. <p>Currently the Oxnard school District has 10 Dual Language schools, ranging in grades Kinder -8th grade. Nine of the programs follow the 50-50 model and one program follows an 80-20 model.</p> <p>The District has embarked on a redesign of the Dual language Programs by converting the programs to school wide programs rather than strands within the school. The district is currently entering the 4th year of redesign and anticipates full implementation by the year 2024-2025. In order to effectively carry out this vision, the district has developed a comprehensive staff development and support plan that includes district and site leaders, teachers, parents and support staff. These combined actions will increase access to the core curriculum and increase English Learner performance on state and local assessments</p>		
1.5	Development in Mathematics	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students.</p> <ul style="list-style-type: none"> • This action is designed to build the collective capacity to improve mathematics instruction through continued funding of subject-expert staff leaders, teacher supports through collaboration, and professional development • Implement 1st -8th Grade interim assessments Supports the implementation of state standards in every classroom ensuring unduplicated students access to the core curriculum and grade level standards • The additional professional development increases the effectiveness of teaching state standards. 	\$1,475,097.50	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • All professional development includes components designed to improve teaching of English language learners • Subject-expert staff leaders assist with professional learning, understanding new curriculum, and support teachers in the classroom adopted math curriculum and training on the implementation of ELD and state standards through the curriculum will effectively meet the needs of unduplicated students by providing access to the standards. Effective first teaching is essential to learning state standards and will improve student scores on state assessments <p>In addition to first instruction, the district will provide students support with a Tier two math intervention program that will be targetd for students who are performing below grade level as part of the districts Rtl process.</p>		
1.6	Expansion of Learning Opportunities	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students. Expanded Learning Opportunities for out of school time are an effective way to supplement students instructional program rather than supplant. This action will provide unduplicated students more time in school, with adults providing academic support, social and emotional support, enrichment and intervention opportunities. These supports include but are not limited too access to counselors, the arts, fieldtrip opportunities etc. The goal of this action is to expand learning opportunities to include a nine hour school day which involves before and after school activities.</p> <p>We have three zones in our district. Each zone has a different school start time. Zone 3 has the latest start time which creates a need for a before school program. This program will support the academic, enrichment and SEL needs of students before school. Students will have the opportunity to have breakfast an activity and a positive start to their day.</p>	\$16,077,124.56	Yes

Action #	Title	Description	Total Funds	Contributing
1.7	Student Technology Access and Annual Refresh	<p>Experience has shown that low-income students do not have reliable access to technology, and to fully prepare students for college and career it is critical to include consistent use of technology in the classroom. In order to do this, the district will integrate technology teaching and learning across the curriculum so that every student in grades TK-8 develops sufficient technological competency to use technology effectively to learn, create, innovate, and communicate across content areas and disciplines. The district must maintain a district-level department to support the 1:1 device program implemented in all Pre-school-8th grade classrooms. The Technology Services Technicians provide educational technology support to students, staff, and families at all 21 school sites in support of the Districts 1:1 Device Program.</p> <p>This action includes replacing lost, damaged, and obsolete classroom and student technology. This includes the cost of student wifi hotspots, device management software, and refreshing aging devices to support the Districts 1:1 device program as needed for student-centered and project-based instruction to increase student achievement in Math and ELA.</p>	\$5,192,989.00	Yes
1.8	Further Develop Early Childhood Education	<p>Research has shown that starting school early assists English learners, foster youth, and students living in poverty to be more prepared to read by third grade. The Oxnard School District will offer Universal Transitional Kindergarten (UTK) to all 4-year old students starting in the 2022-2023 school year.</p> <p>In order to maximize the effectiveness of services and adhere to new UTK mandates, District will assign Preschool Teachers to UTK classrooms to meet adult/child ratios and to assist in the delivery of high quality and developmentally appropriate instruction to young learners.</p> <p>Classrooms environments will be furnished with developmentally appropriate equipment and classroom materials to meet the UTK mandates and the needs of younger students.</p> <p>All Kinder classes will be provided with a paraprofessional to support differentiation of instruction to meet the needs of diverse learners.</p>	\$6,015,764.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>In order to effectively deliver instruction, TK and Preschool Teachers will be provided with professional development on all new UTK instructional mandates, including Preschool Foundations, Frameworks, Desired Results Developmental Profile (DRDP), and Socio-Emotional practices. Professional Development will also include Developmentally Appropriate instructional Practices in the delivery of current District adopted TK curricula.</p> <p>In order to effectively deliver instruction, TK and Preschool Teachers will be provided with professional development on all new UTK instructional mandates, including Preschool Foundations, Frameworks, Desired Results Developmental Profile (DRDP), and Socio-Emotional practices. Professional Development will also include Developmentally Appropriate instructional Practices in the delivery of current District adopted TK curriculum.</p> <p>Through collaboration with CA Education Partners, early childhood education teachers will be provided with opportunities for site-based supports that will allow teachers to observe classroom instruction, and in grade level and vertical collaboration guided by coaches, use observations and a variety of sources of data make instructional decisions that guide their use of evidence-based practices.</p> <p>The Oxnard School District is committed to ensuring early childhood education is aligned to elementary education. To support this the District will provide opportunities of on-going collaboration between Preschool teachers and elementary teachers. Articulation between Preschool - 3rd grade teachers provides an opportunity to share grade level goals and expectations in order to effectively design and deliver lessons appropriate to the academic needs of their students and to support trajectory of growth/learning between grade levels.</p> <p>To facilitate the transition for students, the District provides a summer learning program called Ready, Set, Go! Pre-school Kinder transition/School Readiness. This is a 4-week opportunity for incoming Kindergarteners targeting students without prior preschool/TK experience. Focusing on Language Arts, Mathematics, and STEAM. Pairing Kindergarten and Preschool Teachers to facilitate summer sessions. Includes salaries, benefits, instructional materials and supplies.</p>		

Action #	Title	Description	Total Funds	Contributing
		<p>Early Childhood Education (ECE) Department personnel - The ECE Department organizes and oversees early childhood education services, including the roll-out of UPK/UTK programming, Preschool-3 grade alignment and collaboration, Ready, Set, Go! summer program, professional development and instructional support, family supports and wrap around services, partnerships with local early care providers, and ECE related activities. Personnel includes Director, Administrative Assistant, Office Assistant II, one (1) TOSA, two (2) Family Liaisons, and one (1) IT Tech to serve San Miguel and TK classrooms across the district.</p>		
1.9	Implementation of State Standards	<p>The District's professional learning is anchored in the California English Language Arts (ELA)/English Language Development (ELD) and Mathematics Frameworks and targets the implementation of integrated and designated ELD instruction.</p> <p>Oxnard School District's low income and English learner student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of English learners and low-income students.</p> <p>To support the goals and objectives of the District, There is a need to have Central Office Staff in the Educational Services Department . This includes:</p> <p>Department of Curriculum, Instruction, Assessment and Accountability Manager Mathematics & Physical Education Science Instructional Specialist 2 Instructional Technology Teachers on Special Assignment 2 English Learner Teachers on Special Assignment 1 Consulting Teacher</p> <p>The overarching goal of the consulting teacher is to provide support for teachers and to help them develop their capacity, as defined by the California Standards of the Teaching Profession. The consulting</p>	\$1,618,934.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>teacher will support and assist teachers with improving instructional performance.</p> <p>Teachers on Special Assignment will develop their knowledge on best instructional practices (Planning/Balanced Literacy) Teacher Collaboration and planning for Middle School teachers 50,000</p> <p>Implementation of state standards includes teaching and learning around Human Growth and Development and Physical Education</p>		
1.10	Data Management Systems to Support Implementation of District standards	<p>Oxnard School District's unduplicated population are some of the lowest performing student groups aon state and local assessments. These funds will be principally directed towards meeting the needs of unduplicated students. This action allows for the continuous monitoring of student achievement to inform instructional practices:</p> <ul style="list-style-type: none"> • The district will continue to use Ellevation for reclassifications, monitoring and tracking interventions for English language learners, and training for teachers and administrators. • The district will purchase and maintain a student data management system (such as Illuminate) to manage assessment data to create disaggregated reports in order to accurately monitor student progress in inform instructional actions, including intervention and enrichment. • Provide professional development to district and site administrators and teachers on use of SDMS. <p>Doc-Tracking Document Template System, Maintain templates for required documents (including translation) such as: LCAP, SPSA, CSSP, SARC.</p>	\$629,730.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.11	Expansion of District GATE program and Specialized Programs	<p>Historically, unduplicated students have been underrepresented in these accelerated programs. The following services are principally directed toward unduplicated students and provide support to be successful in the programs.</p> <ul style="list-style-type: none"> • Universal screening at the end of Second grade for all students • Professional learning focused on strategies for accelerated learners • Summer professional learning • Summer professional institute for AP for teachers <p>Additionally for unduplicated students it is important to provide access to classes that prepare them for college opportunities. The District will accomplish this by supporting AVID classes at all middle schools and AVID Excel for English Learners.</p> <p>The Youth Cinema Project provides enrichment standard-aligned opportunities for students to prepare for college and career.</p> <p>These programs will be supported and overseen by the Director Enrichment and Specialized Programs.</p> <p>As a result of this action, more low income, English learners and foster youth will attend a four year college or university As a result of the services listed above more unduplicated students will be successfully involved in these accelerated programs</p>	\$973,065.00	Yes
1.12	Expanded Summer Learning	<p>Oxnard School District's unduplicated population are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of unduplicated students. Unduplicated students benefit from additional time school with a variety of learning opportunities. OSD is planning a robust Summer School program. The Summer Writing, Science and Math Camp is a full day program and is offered to students in Grades K-8. The program is run with the support and planning of credentialed teachers to run an enrichment based academic program in the</p>	\$2,310,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>morning with the afternoons operated in partnership with our Afterschool program. The program will operate for one month of the summer. Transportation will be provided district wide to ensure access for all students.</p> <p>These actions will increase access to the core curriculum and provide specific interventions identified for each low income and English learner student. These efforts will lead to increased student performance on state and local assessments</p>		
1.13	Special Education	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Special Education Department serves grades Pre-School through 8th many who are part of the unduplicated student group.</p> <ul style="list-style-type: none"> • Academic Services • Social and Emotional Services • Mental Health Services • Alignment with General Education • Specialized Curriculum • Programs to serve students across the special education continuum 	\$7,904,000.00	Yes
1.14	Equity and Access	<p>Oxnard School District's unduplicated student population is one of the lowest performing student groups on state and local assessments and require intervention courses which can impact their access to a broad course of study.</p> <p>All Middle Schools provide a broad course of study for students by ensuring that all unduplicated students have access to electives, core classes and intervention by adding an intervention period at the end of the day.</p> <p>Each comprehensive middle school will have 3 additional periods per grade level in order to provide intervention support for students. The teachers teaching these periods will work closely with each English language arts and math professional learning community using the</p>	\$372,715.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>cycle of continuous improvement to address the needs of each student and provide any additional academic support a student may need to achieve mastery.</p> <p>Additional supports include:</p> <ul style="list-style-type: none"> • Schools offer students a variety of electives including, but not limited to music teachers, art elective teachers. • Coaching for Equity Professional Learning for TOSAs. In line with the district’s mission and vision, all teachers on special assignments will develop their knowledge of equitable practices and how to transfer such knowledge to their day to day practice. <p>The Manager of Equity, Family and Community Engagement supports district wide work related to fostering equitable learning environments and opportunities for all students, especially students of color; designs and manages programs to engage families at both the school and district levels as partners for the purpose of supporting the academic and social-emotional wellbeing of all students; promotes school and district programs within the community; develops partnerships with local organizations; facilitates open forums for a variety of Educational Partners.</p>		
1.15	Recruitment, Selection and Retention of Human Capital	<p>The Oxnard School District believes that it will accomplish the district mission “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities” by</p> <ul style="list-style-type: none"> • Recruiting and retaining exceptional people • Establishing strategic Work: Recruitment, Selection, Retention and Operations • Maintaining labor relations with three associations. 	\$841,076.00	Yes
1.16	Instructional Resources and Supports	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in</p>	\$367,001.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>meeting the needs of unduplicated students. These student groups Provide district adopted and supplemental textbooks/instructional materials to support instruction.</p> <p>District-wide Assessments and Reading Programs (Renaissance: Star/AR/MyON). Use the Renaissance Star 360 Program district wide as an assessment tool to identify students for intervention placement and leveled instruction. An important function of the program will be its use as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics. Administration occurs at least 3 times a year. Use of the Accelerated Reader Program will support reading comprehension and fluency. Use of the MyON program will support reading comprehension through access on 1:1 devices at home, with or without internet access. Professional development to support Star/AR/MyON.</p> <p>TK- K Para educators</p> <p>OSD will provide tutoring for students that struggle with educational continuity and academic growth due to the impermanence of their housing. Tutoring will improve English Language skills, including reading, phonics, vocabulary, conversational English, and Math.</p> <p>269,120</p>		
1.17	Support of Diverse and Inclusive School Libraries	<p>Many unduplicated students have limited access to reading material and technology. This action is principally directed towards and effective in meeting the needs of unduplicated students. School libraries have the ability to bridge the gap between privileged and at-risk students by providing equal access and resources for learning. The district will expand site, classroom, and home primary language libraries and libraries that embrace diversity and inclusion and support their use in the classroom and at home.</p> <ul style="list-style-type: none"> • Library Technicians at elementary schools will be maintained. • Access to diverse titles for students including titles in multiple languages. • Access to technology through the library will continue to be provided for students who may not have access to technology at home 	\$990,309.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> Provide E-books and E-readers that allow students to listen to books will support readers for whom English is not the primary language spoken at home <p>The actions above will put more high interest, curriculum aligned books and technology in the hands of unduplicated students. As a result, unduplicated students will have the resources to improve scores on state and local assessments.</p>		
1.18	Implementation of State and Local Assessments	<p>Implementation and support of required State testing district-wide for CAASPP, PFT and ELPAC. Initial ELPAC occurs in the fall. CAASPP, PFT and ELPAC Summative occurs in the spring.</p> <p>The Testing Coordinator helps manage all district and state required assessments, provides technical support to staff.</p> <p>CA Spanish Assessment (CSA) Focus Group, Bring 3-8th grade DLI teachers to discuss the best approach to implement the CA Spanish Assessment for students enrolled in the district's biliteracy program. Students in 8th grade who have participated in the district's DLI program will have the option of registering for the AP Spanish Language Exam.</p> <p>AP Spanish and Language Examination, \$13,000.00</p>	\$343,350.00	Yes
1.19	Professional Learning to prepare staff for implementation of state standards	<p>Coordinate with all Oxnard School District departments and Schools to ensure that trainings and job-embedded learning opportunities are provided for teachers, administrators, and classified staff. These training will support the district's strategic plan and further develop the student and staff profile.</p> <p>These trainings will include District Administrators, teachers and staff the opportunity to attend the yearly CABE and other conferences conference which focuses on the most current research and best practices to meet the needs of second language learners. Best practices will be shared with teachers and administrators through</p>	\$589,366.00	Yes

Action #	Title	Description	Total Funds	Contributing
		meetings, collaboration opportunities, model lessons, and support with lesson design and delivery.		
1.20	Developing Human Capital	<p>Implement a coherent professional development program for teachers, support staff, and administrators designed to improve the district's capacity to implement the strategic plan recommendations.</p> <p>New Teacher Orientation provides necessary information and resources to teachers who are new to the district to support them in instruction and as employees. Specialized training is provided to Special Education teachers. The Orientation is coordinated between Educational Services and Human Resources and is provided before the start of the school year.</p> <p>Curriculum Council ensures that communication is two-way with staff, this forum allows for teachers to receive the information they need on a regular basis</p> <p>Training for Substitute Teachers</p> <p>Training for Classified Staff</p>	\$426,158.00	Yes
1.21	Maintain District Learning Management System	<p>Canvas</p> <p>Canvas is a classroom software program for all students in grades PK-8, families and staff that is used to organize and present online learning material, assess and supports student learning and have students engage in courses where they can receive feedback about skill development and learning achievement. Canvas provides avenues to support UDL and collaboration of students and staff. This goal supports the district's student profile by providing a platform that creates 21st Century ready students.</p>	\$282,481.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.22	English Language Learners Support and Services	<p>English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. It is important that within the category of English Learners we acknowledge and differentiate for the various typologies that exist. In order to support their academic growth the following are necessary:</p> <p>Implementation of English Learner curriculum and resources</p> <p>Newcomer Academies, to maintain Newcomer teachers and paraeducators, provide professional development and teacher collaboration related to the program and to purchase support materials and/or technology as well as other resources to support student acquisition and development of English and math skills.</p> <p>Interventions opportunities</p> <p>Migrant Education support services</p> <p>These combined actions will increase access to the core curriculum, provide specific interventions, and increase English Learner performance on state and local assessments.</p>	\$819,168.00	Yes
1.23	Additional Teachers Above Base Staffing	The unduplicated student population are some of the lowest performing student groups on state and local assessments and require more in classroom support as well as more time with intervention and support staff.	\$4,120,000.00	Yes
1.24	School Site Allocations to be Prioritized by School Site Council	<p>The unduplicated student population is often some of the lowest performing groups in the data reflected in the California Dashboard, required LCAP metrics and, local LEA metrics.</p> <ul style="list-style-type: none"> • Each school site receives an allocation based on the school's enrollment of low income, English learner, and foster youth • Each school is required to evaluate LCAP data points as related to low income, English learner and foster youth 	\$5,308,109.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>student populations, to assure plans focus on addressing the needs of unduplicated students</p> <ul style="list-style-type: none"> • Site personnel work with School Site Councils to inform educational partners of goals and targets, and incorporate data and leadership feedback to appropriately revise plans, with the focus on LCAP goals and expected outcomes for unduplicated students • Each School Site Plan (School Plan for Student Achievement-SPSA) specifies how LCFF funding addresses identified needs and meets LCAP district and site goals for unduplicated students • Products and services provided specifically for unduplicated students through the site plans include: <ul style="list-style-type: none"> o Supplemental materials and technology o Academic interventions and supports o Supplemental counseling and psychological services o Staff for attendance support o Parent involvement support o Bilingual office staff <ul style="list-style-type: none"> • School site plans are evaluated by district leadership to assure each action within the plans were effective in promoting and meeting the LEA’s goals for its unduplicated students and reaching the LCAP site targets, which correlate with LCAP district targets for improvement • Developing a site-based plan for English learners is a specific requirement of the site planning process • The annual LCAP review and revision process corresponds with the site planning process and allows district leaders to review data with site leaders to verify how the actions at the sites are effective in meeting the goals and targets for unduplicated students as measured by the California Dashboard, required LCAP metrics and local LEA metrics. Each site has specific deficits as measured by this variety of metrics, Oxnard School District has designed this action to address this issue. The actions implemented by each school site will have a positive impact on the outcomes in the 		

Action #	Title	Description	Total Funds	Contributing
		California Dashboard for the unduplicated students of Oxnard School District.		
1.25	Maintain 24:1 TK- 3rd Grade Average	With full implementation of the Local Control Funding Formula (LCFF), maintaining a 24 to 1 class size average is now a requirement by legislation. Class sizes in the district will continue to be maintained at a 24 to 1 ratio, and the investment will be reflected in the Base Instruction action within the LCAP.	\$0.00	
1.26	Maintain Additional Services for Students at Risk of being Expelled	<p>Students at risk of being expelled need significant supports.</p> <ul style="list-style-type: none"> • The three comprehensive middle schools will maintain Opportunity classes for grades 6-8. • Students in 6th – 8th grade with significant behavioral issues are provided in-depth academic and social-emotional support. • Cross disciplinary professionals work together to address chronic absenteeism • Maintain individual counseling program to reduce peer conflict and emotional outbursts • Anger management • Grief counseling • Close monitoring of grades and academic interventions <p>As a result, low income students will improve attendance, decrease suspension rates and chronic absenteeism</p>	\$466,655.00	Yes
1.27	After School Tutoring	<p>Oxnard School District’s low income student populations are some of the lowest performing student groups on state and local assessments.</p> <ul style="list-style-type: none"> • Provide extended learning opportunities through teacher and tutor supports principally directed to low income students in elementary and middle schools to increase academic achievement • After school tutoring programs impact student achievement, especially for at-risk students 	\$104,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> In one study the benefits of an afterschool tutoring program included increased student achievement, a higher self-esteem, more participation in class, and an increase in homework completion (Baker, Reig, & Clendaniel, 2006) This action will provide personalized learning identified for low income students. These efforts will lead to increased student performance on state and local assessments. 		
1.28	Instruction	<p>Create and maintain safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments of high intellectual performance across all content areas and in all areas needed for 21st century success.</p> <ul style="list-style-type: none"> All costs associated with the delivery of instruction to students All Schools are provided baseline instruction which includes classroom teachers, as well as clerical, music, nursing, custodial, safety, counseling and administrative staff based on the type of school (elementary, and middle) enrollment, and the size of the campus All schools are provided allocations for instructional supplies and extra-curricular and co-curricular activities. 	\$49,356,751.00	Yes
1.29	Textbook Adoptions	<p>Adopt and purchase new core textbooks in subject areas as the State Board of Education approved frameworks, assessments and instructional materials are made available. Consideration for English Learners, Special Education students and those in Dual Language Programs are part of the adoption process. Purchase any replacement materials.</p>	\$3,306,090.00	Yes
1.30	Tier 3 and Special Education Interventions	<p>Specialized Interventions for students at risk and for students receiving special education services:</p> <ul style="list-style-type: none"> Reading Intervention Supplemental Curriculum Reading Horizons ST math Intervention for Sped 	\$2,248,900.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • Teacher Leader trainings for implementation of professional development across subject • Placement for high need and at-risk identified student in special education • Unique – Moderate Severe Curriculum • Instructional and behavioral support 		
1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	The district will build teacher and leadership capacity in cultural proficiency and effective school-family engagement by providing professional development opportunities, such as webinars, workshops, literature review/book study, and/or summer P.D. This action is principally directed towards preparing staff to better meet the needs of unduplicated student groups.	\$53,000.00	Yes
1.32	Developing Educational Leaders	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. To address the needs of students, school leaders are responsible for establishing equitable practices in our schools to ensure high leverage instructional practices are being used. For a school leader to be successful in their role, they need to lead the way in driving teaching and learning outcomes. This involves setting expectations about the school's learning practices and ensuring the organization's values and behaviors focus on improving student success. School leaders require the professional development in the following areas:</p> <p>Developing instructional equity for student success Data driven decision making Creating school cultures through equity lens Universal Design for Learning practices Implementation of MTSS</p> <p>This action is principally directed towards meeting the needs of unduplicated student groups.</p>	\$152,282.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.33	Independent Study Program - No longer implemented during the 23-24 school year	<p>The Independent Study program provides an optional, alternative instructional program for students whose needs may be best met through study outside of the regular classroom setting (OSD Board Policy 6158). Independent Study offers a means of individualizing the educational plan to serve students who desire a challenging and alternative educational experience or whose health or other personal circumstances make classroom attendance difficult.</p> <p>Students in the Independent Study program work under the guidance of a teacher to complete assignments independently. Components of the Independent Study program are provided online or in person, with arrangements made in advance. As part of the method of study, students in grades TK – 3 are required to attend daily, synchronous instructional meetings with the teacher either in person or via internet or telephonic communication. Students in grades 4 – 8 are required to attend daily live interaction meetings with LEA classified or certificated staff to maintain school connectedness and synchronous instruction meetings with the teacher for the purposes of classroom instruction at least once per week.</p>	\$0.00	
1.34	Middle School Collaboratives focused on the development of the OSD Student Profile	Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. OSD will create a middle school task force to collaboratively assess, review the current middle school programs to ensure alignment of standards based instruction, assessment, curriculum and professional development. to support the characteristics of the OSD Student Profile and improve student achievement, mastery of standards and college and career readiness.	\$151,600.00	Yes
1.35	District Wide Banking of Minutes	Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Given this percentage creating a program that addresses interventions	\$1,954,940.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>alone will not suffice. The Oxnard School District strongly believes that best first instruction will have the greatest impact on improving the outcomes for these students. In order to do this, the district will be implementing Banking of Minutes districtwide. One day a week (Wednesdays), additional instructional minutes are “banked” to create a common planning time for staff. Students will be released from school one hour earlier on Wednesdays. Instructional minutes remain the same, according to California State mandates. During this hour the staff is involved in focused collaborative instructional planning.</p>		
<p>1.36</p>	<p>Oxnard Empowers - Implementation Of Strategic Plan</p>	<p>The purpose of this action is to design and implement a vision-focused and action oriented strategic plan for OSD that articulates a powerful vision of the future we want for our district and our community. A plan that clearly describes how we will engage all Oxnard students in high-level multilingual learning opportunities that prepare them for success in a global 21st Century environment.</p>	<p>\$81,000.00</p>	<p>Yes</p>
<p>1.37</p>	<p>CSI Support for Fremont Academy</p>	<p>Fremont Academy has been identified as a CSI school due to the level of student performance for 4 out of the 5 indicators on the California Dashboard: Chronic Absenteeism (very high), Suspension Rate (very high) and Academics (very low for both ELA and Math). ESSA, Section n 1003 provides funding to schools to be spent on CSI strategies and/or activities directly related to the following school improvement activities: capacity building and plan development and implementation, which includes: partnering with educational partners; conducting needs assessments and root cause analysis; identification/development of evidence-based interventions, strategies, and/or activities; using data to develop, implement, monitor & evaluate improvement efforts and reviewing/identifying resource inequities.</p> <p>In order to address the factors which have contributed to this performance, and to meet the requirements for CSI funding, OSD will contract with Orenda Education. They will provide guidance, support</p>	<p>\$165,500.00</p>	<p>Yes</p>

Action #	Title	Description	Total Funds	Contributing
		and professional development for Fremont’s school team to build and refine systems and practices that are grounded in equity, driven by data, and sustained through collaborative learning.		
1.38	Expansion of the Arts Program	Oxnard School District's unduplicated student groups are among the lowest-performing student groups on state and local assessments. Involvement in the arts is associated with gains in math, reading, cognitive ability, critical thinking, and verbal skill. Arts learning can also improve motivation, concentration, confidence, and teamwork. In alignment with the OSD Strategic Plan and Student Profile, the district will establish opportunities for all students to participate in comprehensive and coherent visual/performing arts (VAPA) learning as part of the core curriculum.	\$0.00	

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The 2022- 2023 LCAP plan for Goal 1 was carried out as planned. Unlike the previous year, we were able to secure substitutes and provide professional development for all our staff members. There were a few areas that required some adjustment to scheduled plans. Efforts to improve student achievement in Mathematics this year focused on the implementation of Tier 2 Intervention for 6-8 Math (DreamBox) and with Cognitively Guided Instruction professional learning and in-class coaching for TK-5 from UCLA and California EdPartners. The implementation of Dreambox began mid-year and is primarily used in the afterschool Tier 2 Math Intervention Lab on campuses with 6-8 students.

OSD supported the instructional use of supplementary math curriculum to support our outdated adopted curriculum. This supplemental curriculum (Zearn platform with Engage New York for K-5, and Desmos for 6-8 Math) provides much-needed rigor and pedagogically sound instructional practices that utilize the 8 Standards of Mathematical Practice. The voluntary implementation of both programs began in January 2023. Pacing guides align the content and standards of the OSD-adopted math curriculum and the new supplemental curriculum.

ST Math is still implemented districtwide TK-8 as Tier 1 instruction for all students. A Dose-Correlation study conducted with data explicitly from OSD students’ use of ST Math and STAR Renaissance’s District Benchmark Exam, concluded that for every 1000 ST Math Puzzles solved, an OSD student’s scale score improved by 12 points. Most ST Math grade-level journeys contain 3000+ puzzles.

In addition to the curricular and program supports, one MS Math TOSA was added mid-year to support the implementation of the various programs and the pedagogical practices required for successful instruction.

Mathematics instruction continues in 2023-24 with all of the above instructional programs and the UCLA partnership for CGI. Currently, the seven SEI school sites received UCLA coaching. The 2023-24 school year will continue with these seven SEI sites and the addition of 2 DLI sites.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences between budgeted expenditures and estimated actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

As indicated in the general information of this LCAP, the goal of the district is to improve student outcomes by developing and supporting instructional practices in the classroom. We are confident that the quality and level of professional learning provided to both administrators and teachers will reap positive outcomes. Our current benchmarks indicate a small percentage of growth on standardized assessments but we feel strongly that this small growth will lead to much stronger results in the out years.

The continued expansion of the Dual Language Program is demonstrating progress towards the goal. At this time the recent benchmark data demonstrates improvement in Spanish literacy.

The focus on continuing to develop and improve mathematical practices is also demonstrating movement toward goals. Though the movement in benchmark data is in small increments, the practices are improving and OSD remains optimistic that through deliberate and intentional focus the gains will begin to be larger.

In the Spring of 2023, a 6-week burst of gate activities was offered to students in grades 3-6. The activities include chess, marine biology, fashion design, the science of sports, and cooking. The summer program and ESY served approximately 1,200 (started with 1,423) students during the month of July. This category of “summer” includes intersession offered throughout the year to meet the 30-day obligation. The program has offered Weekend opportunities through field trips and enrichment experiences

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

With the adoption of the Oxnard Empowers Strategic Plan, the goal of the district is to stay focused on the actions previously started and see programs to completion. The only new addition to this goal is the work with Fremont School and its CSI status. Additionally, OSD has entered a partnership with California Education Partners focused on examining, analyzing and improving our Middle School transition to high school for all OSD students.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	This Broad Goal Addresses Engagement and the Conditions of Learning and Climate. The Oxnard School District will ensure all students will continue to be provided with programs and services that contribute to their well-being, safety and connectedness.

An explanation of why the LEA has developed this goal.

This goal was developed because the Oxnard School District is committed to addressing the needs of the whole child. Approximately 91% of the students enrolled are considered socio-economically disadvantage, many of these students are impacted by trauma and poverty. In order for our students to be prepared and able to learn, the district must ensure that students have the necessary resources to be successful. To better serve our students and community and to ensure that every student has equitable access district resources will be used to support the social emotional needs of students, the wrap around services necessary for both students and their families so that achievement opportunities can be addressed. Though this goal has always been important, the impact of COVID-19 has been life changing for many families and in particular for families living in poverty. More than ever there is an urgency to address the social emotional needs of all students and in particular students experiencing homelessness, foster youth, English Learners and students receiving special education services. The 2022 Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Student Engagement, State Priority 5, Conditions and Climate, State Priority 6.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 5 Panorama Survey - Students	Panorama Survey Results 2020-2021 Sense of Belonging Grades 3-5 67.6% Responded favorably Grades 6-8 57.58% Responded favorably	Panorama Survey Results 2021-2022 Sense of Belonging Grades 3-5: 66% Responded favorably Grades 6-8: 43% Responded favorably	Panorama Survey Results 2022-2023 Sense of Belonging Grades 3-5: 68% Responded favorably Grades 6-8: 41% Responded favorably		Sense of Belonging Grades 3-5 90% Responded favorably Grades 6-8 90% Responded Favorably
Priority 5 Chronic Absenteeism CA Dashboard	2019 CA Dashboard 7.7% All students	2021-22 CA Dashboard	22-23 Pending Results		CA Dashboard

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	6.4 % English Learners 12.8% Foster Youth 19.7% Homeless	Data was updated fall 2022 28.8% All students 27.1% English Learners 44.4 % Foster Youth 31.2% Homeless			Les than 2.5% All students Less than 2.5% English Learners 2.5% % Foster Youth less than 9% % Homeless
Priority 5 Attendance rates	Local Data 2019 Attendance rates 96.05%	Local Data 2021- 2022 Attendance rates 91.49%	Local Data 2022-2023 Attendance rates 92.04%		Local Data Attendance rates 98%
Priority 6 Suspension Data	2019 CA Dashboard 3.2% All Students 2.2% English Learners 14% Foster Youth 4.3% Homeless	2022 CA Dashboard 4.7% of All Students 3.6% of English Learners 17.2% of Foster Youth 6.1% Homeless 4.8% African American 7.0% SWD Local data 3.75 All Students 2.75% of English Learners 15.79% of Foster Youth 4.14% Homeless	2023 Pending Results from CA Dashboard Local data 6.2% All Students 3.6% English Learners 9.5% Foster Youth 4.9% Homeless 6.7% African American 5.6% SWD		CA Dashboard .5 % All Students .5 % English Learners .5 % Foster Youth .5 % Homeless

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 6 Expulsion Rates	2020-2021 .02%	2021-2022 .02%	2022-2023 .00002%		0%

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Child Nutrition	Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment, as well as having some of the lowest attendance rates. When students are in school it is important that they have all conditions necessary to help them learn. Knowing the importance of this OSD provides healthy breakfast, lunch, snack, and supper meals to students to enhance their ability to learn. Supplement the Child Nutrition programs with contributions from the General Fund as necessary. This action is principally directed towards meeting the needs of unduplicated student groups and all students as the support will be effectively implemented when it is provided across all student groups.	\$0.00	No
2.2	Improve opportunities for student connectedness	<ul style="list-style-type: none"> Homeless and Foster Youth Transportation. Provide transportation for students who are in foster placements so that they can remain at their home school and participate in enrichment programs. <p>Cost of Transportation services is included in Goal 4.</p>	\$30,000.00	Yes
2.3	Student Attendance	Some low income students, students experiencing homelessness and foster youth exhibit irregular attendance which affects academic	\$1,683,645.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>performance. In order to assist with absenteeism outreach and truancy prevention with full-time Attendance Technicians at all schools.</p> <p>Thrive (SARB/ Truancy Reduction) County of Ventura. The County of Ventura provides support to the district SARB team on a monthly basis. An Assistant District Attorney meets with the SARB team to review truancy cases and provide support to families to reduce absences.</p> <p>This action is principally directed towards meeting the needs of unduplicated student groups and all students as the support will be effectively implemented when it is provided across all student groups.</p>		
2.4	Social and Emotional Supports	<p>Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment. Multi-tiered System of Support (MTSS) is a systemic, continuous-improvement framework in which data-based problem solving and decision making is practiced across all levels of the educational system for supporting students with the academic and social emotional interventions, designed to support their specific needs.</p> <p>Tier I: Universal interventions provided for all students.</p> <p>Tier II: Targeted short-term interventions provided to some students in a small group setting.</p> <p>Tier III: Intensive longer-term interventions provided to a few students usually in an individual, one-on-one basis.</p> <p>MTSS leverages the principles of RTI and PBIS and further integrates a continuum of tiered system-wide resources, strategies, structures, and practices to offer a comprehensive and responsive framework for systemically addressing barriers to student learning. A well implemented MTSS structure will more accurately identify students in need of special education services by monitoring how well an individual student responds to interventions. If it is determined that a student does have a disability which presents a learning barrier, an IEP will more accurately reflect present levels and services necessary to meet student goals based on prior interventions.</p>	\$6,498,397.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • 23 school Counselor positions to service school sites districtwide and provide site based behavioral analysis and support for students TK-8th grade. • Director of Pupil Services and support staff • Community Liaison to support students experiencing homeless and foster youth • 20 Outreach Specialist assigned to each school site • Therapeutic Counselor (outside contract) to provide Licensed Marriage and Family Therapist (LMFT) counseling services to support intensive student needs. • County of Ventura, HSA Social Workers. The district contracts with the County to provide a social worker at two school sites to support students and families. Social workers collaborate with administrators, counselors, ORCs, and Family Liaisons to support families at their home school and schools in the area. <p>The implementation of these supports will be monitored using Panorama as well as other indicators including the California Dashboard.</p> <p>This action is principally directed towards meeting the needs of unduplicated student groups and all students as the support will be effectively implemented when it is provided across all student groups.</p>		
2.5	Health and Welfare of students	<p>Some low income students, students experiencing homelessness and foster youth lack resources and often miss school due to health and welfare factors. This action principally supports these groups of students and provides resources to address health and welfare needs.</p> <ul style="list-style-type: none"> • Supplemental Health Care Technician/LVN services • Contracted staffing services to ensure that health offices are staffed at each school site. 	\$1,480,888.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • Provide Health Assistants and/or Health Care Technicians (LVNs) at each school site with oversight from district nurses ensuring student safety and health across the district. • Palmer Drug and Alcohol Prevention. PDAP provides individual and group substance abuse counseling sessions for students based on requests from school staff. Sessions focus on awareness of personal strengths, importance of health choices, the dangers of drug and alcohol use and social skills for seeking positive peers. • Practi-Cal provides the district support with Medi-Cal billing. Employees providing direct services to students enter medical billing reports which are sent to Practi-Cal for review. Costs are recovered through this program. • Social Emotional Services Specialist (SESS) through VCOE contract. Social emotional service specialists provide support to students who require intensive counseling due to social-emotional/behavior issues. SESS providers work with students one-one at the school • Hearing Conservation screening services. Hearing Conservation provides comprehensive hearing screening for students who need more intensive hearing evaluation. <p>This action is principally directed towards meeting the needs of unduplicated student groups and all students as the support will be effectively implemented when it is provided across all student groups.</p>		
2.6	Create a safe environment conducive to learning	<ul style="list-style-type: none"> • Provide Campus Assistants to keep students safe at lunch and recess and provide for before and after school campus supervision. • School safety plans are updated annually in accordance with Ed Code. School teams work with Educational Partners to identify resources and elements that are important to school safety and climate. • Annual Parent Rights Notification, Envision Consulting services. The Annual Parent Rights Notification is updated annually to reflect new district policy and Ed Code. Envision 	\$2,960,373.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Consulting reviews the document to ensure that all updates to Ed Code are accurate.</p> <ul style="list-style-type: none"> Action Preparedness Training. School office staff and health care staff are provided CPR training annually. Training is voluntary. <p>This action is principally directed towards meeting the needs of unduplicated student groups and all students as the support will be effectively implemented when it is provided across all student groups.</p>		
2.7	Restorative Practices	<p>Oxnard School District has identified the need to reduce suspension and expulsions for unduplicated student groups. Professional development will be provided for staff Resources to support restorative practices across the district These opportunities will be provided using existing personnel and school time. Additionally, this will be monitored through the use of Panorama Survey.</p> <p>This action is principally directed towards meeting the needs of unduplicated student groups and all students as the support will be effectively implemented when it is provided across all student groups.</p> <p>This action is principally directed towards meeting the needs of unduplicated student groups and all students as the support will be effectively implemented when it is provided across all student groups.</p>	\$27,330.00	Yes
2.8	Professional learning and wellness for staff	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. They are also groups with higher rates of absenteeism and lack school connectedness. Consequently, staff require continuous development using strategies and tools to address student needs.</p> <p>Professional Growth for OSSA members which include nurses, counselors, Speech pathologist, program specialist, behaviorist and psychologists. Included in these days are wellness days for OSSA members.</p>	\$75,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		This action is principally directed towards meeting the needs of unduplicated student groups and all students as the support will be effectively implemented when it is provided across all student groups.		
2.9	Tier III and Specialized Support	<ul style="list-style-type: none"> • Social emotional specialist through VCOE • Counselling services for IEPs • 1:1 behavioral aides • Special Education staff to assist with additional duties and assessments <p>This action is principally directed towards meeting the needs of unduplicated student groups and all students as the support will be effectively implemented when it is provided across all student groups.</p>	\$2,269,152.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

As we continued to work with some COVID restrictions at the beginning of this year, we were able to fully implement many of the actions in this goal.

School attendance and chronic absenteeism continue to be a concern. Through action 2.3, the district continued to offer transportation for foster youth and students experiencing homelessness so that students could stay connected to their home schools.

The district was able to hire additional counselors to support action 2.4 and provide additional support to our K-8 schools. These counselors are able to support students within the school day and provide support to students in the afterschool programs at these campuses. A licensed marriage and family therapist was also hired to provide tier 2 and tier 3 support to students in need of more intensive interventions.

The number of Healthy Start Social Workers was increased to provide 2 additional social workers at our schools. These social workers provide support at the school sites and a vital link during SARB meetings supporting students who are chronically absent.

Action 2.5 was almost fully implemented. This action focuses on providing support related to the health and welfare of students. The district hired additional health assistants and health technicians to cover every school with students requiring procedures. There are currently three schools with limited coverage, but these sites do not have any students requiring health services. Due to a need for additional behavior support, the contract for a Social Emotional Services Specialist was expanded from 4 hours per week to 40 hours per week. This allowed for additional support for teachers in general education.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material difference between budgeted expenditures and estimated actual expenditures for this goal.

An explanation of how effective the specific actions were in making progress toward the goal.

As students continued to readjust to in-person instruction this year, student behavior and absenteeism improved slightly, but not to pre-COVID numbers. A new concern arose this year with significant behavior incidents with sixth-grade students in the middle schools. Site and district administrators and site counselors addressed issues and engaged outside resources to address concerns. This is an area that is on the radar for the beginning of next year for more focused support to begin the year.

Increased anxiety and vaping among students after returning to in-person instruction continue to impact both absenteeism and behavior. Supports directed to address students with anxiety have proven effective in getting many students to attend school more regularly and our district average attendance rate has increased to 93% from 90% last year. However, this continues to be lower than our pre-COVID average of 97%.

Student behavior has improved from last year. The district continues to work with Palmer Drug and Alcohol Program (PDAP) to support students who are vaping. This has been successful for some of our students. Additional supports are being reviewed to implement next year in addition to PDAP. Reflecting on the issues many students were having reacclimating to in person instruction last year, the site counselors worked to provide additional social/emotional supports. Our district received grants to open wellness centers at our middle schools and counselors have worked with student groups to develop social competencies. However, some of our students continue to experience difficulty with reacclimating to the social environment, routines and expectations for in person instruction. The suspension rate has decreased this year from 9% to 6%, but there is still work to be completed in this area.

We will continue to implement supports in the areas of behavior and attendance next year so we continue to make gains in these areas next year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

In order to continue the implementation of positive behavior intervention and supports for our students, the district will be working with Safe and Civil Schools to retrain staff and strengthen site PBIS teams and processes. Additionally, the district has extended the contract for our Social Emotional Support Services to provide additional behavioral support for our general education classes.

The district has received two grants that will allow us to increase mental health services for our students. We have hired one licensed marriage and family therapist and are working to contract with an additional 6 LMFTs. We are continuing to define tiered supports in the areas of academics, behavior, and social/emotional/mental health strategies and supports. We will also continue our work with restorative justice and culturally responsive practices.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	This Broad Goal addresses State Priority three, Parent and Family Engagement. The Oxnard School District will continue to work to improve communication with parents, community and staff.

An explanation of why the LEA has developed this goal.

This goal was developed because the Oxnard School District believes that students will do better academically and socially when schools build positive relationships with families. Parent involvement is crucial, regardless of income or background, it is critical for the district to have a comprehensive and well-planned partnership between school and home. To do this, a comprehensive communication system must be implemented, this comprehensive communication includes two-way communication that flows between and among the school, the families and the community. This goal includes establishing a more effective way to disseminate information and gather feedback from all educational partners. The Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Parent and Family Engagement, State Priority 3.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 3 Panorama Survey All, including UPP	Staff 228 Responses 70% Responded favorably Families 1398 Responses 85% Responded favorably	Staff 287 Responses Families and Community 941 responses; 87% Responded favorably	Staff Responses Responded favorably Families 1561 Responses Responded favorably		Staff 750 Responses 85% Favorable Responses Families 3500 Responses 90 % Favorable Responses

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To build parent capacity, empowerment and advocacy that impacts student academic and social-emotional development through ongoing collaboration with different parent and Community Groups: District English Learner Advisory Committee, Parent Advisory Committee, Parent-Teacher Association, African American Steering Committee & African American Parent Group, School Site Councils, Mixteco Steering Committee, Mixteco parent group and a District Family and Community Engagement Committee.</p> <p>Actions listed above will lead to increased student performance on state and local assessments by educating, engaging and involving parents in the continued development of the district's strategic plan and the student profile.</p>	\$210,350.00	Yes
3.2	Ensure and enhance our communication with families through the use of a variety of platforms	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. IN order to improve this condition, the district will maintain effective communication with parents via website, email, text, and phone calls. This action includes professional development for Principals, Assistant Principals and Office staff for updating the school website and utilizing ParentConnect to send email, text, phone calls, and digital newsletter to families.</p> <p>Blackboard and Blackboard Professional Development</p>	\$125,000.00	Yes
3.3	Revamp and maximize the accessibility to the	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In</p>	\$127,539.00	Yes

Action #	Title	Description	Total Funds	Contributing
	district's website as a conduit of information for all families and community members	order to improve engagement of these student groups, the district will contract or hire a person as a webmaster to support the update of the Oxnard School District Web page and School sites. This person will need to know the technical and content side of the information and will establish protocols to create consistency among all OSD pages and sites.		
3.4	Equitable access for participation	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve engagement of these student groups, the district will purchase Zoom to improve communication, offer webinars, support instruction. This action will also facilitate access for families that are unable to come to school sites or leave work for meeting.	\$148,000.00	Yes
3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Build systems of communication to provide information to students, families, staff and administration. Videos will highlight projects and information about the student profile within the district and will be shared with the community. The district webpage will be updated to include accurate information to relevant departments. Blackboard, Facebook and Twitter will be for messaging to families. Communication will be shared in English and Spanish with Mixteco and ASL translation when needed.	\$60,000.00	Yes
3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. The district is committed to ensuring access to information and engagement for all families. This requires the district to provide information in many different languages. <ul style="list-style-type: none"> Maintain two Mixteco Interpreters/translators to support native language interpretation and translation services 	\$112,424.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • Contract for interpreting Services. This service is provided in order to ensure that all parents and community members have access to all of the district information necessary to fully engage as educational partners. • Translation Services for Parents. Provide equity and access to community by providing translation services. Translation services are provided by hiring district translators/interpreters. This includes 2 Mixteco interpreters, 5 Spanish translators • Parent Support Liaison. Maintain a Parent Support Liaison to increase family and community engagement at both school and district levels, establish effective communication between home and school, increase community support for schools and the district, and offer training opportunities for parents 		
3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	Upgrade and maintain District Office Board room and recording studio/equipment to facilitate various communication modalities of board meetings including Zoom webinars, live cable broadcast, internet live stream, re-broadcasts and archiving in both English and Spanish	\$350,000.00	No Yes
3.8	District Enrollment Center	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. Providing access to information for unduplicated student groups is critical for future success. This action principally addresses these needs. The district Enrollment Center Manager plans, organizes, and directs the ongoing operations of the district's enrollment center including training and evaluating staff; analysis and reporting of enrollment; developing systems to support enrollment at all district school sites.	\$718,077.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.9	Transition to High School- Parent workshops	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To assist parents in supporting their student's transition to high school the district provides student and parent workshops on Going to High School and Beyond. ORCs and Counselors will provide workshops to parents of students in Grades 5 and up to review what they need to think about before arriving to high school. This action would include preparing students and families with information and support around A-G opportunities and requirements in High School.	\$45,000.00	Yes
3.10	Students Voice	<p>Superintendent Fellows A student representative from each school site who collaborates with the superintendent about the student experience in Oxnard School District. Students are a conduit between the superintendent and other students from their schools. This group provides an opportunity for the student voice and choice to be shared with district leadership.</p> <p>Student Mentoring Opportunities Create partnerships with local universities and organizations to provide mentoring opportunities for students connected to identity, college and career.</p>	\$63,000.00	Yes
3.11	Special Education Parent Supports	<ul style="list-style-type: none"> • Special Education Community Council. Monthly community council with selected committee • Parent Trainings for specific groups; Autism, ED, AAC. 	\$40,000.00	Yes
3.12	Internal Communication Systems	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, improving outcomes for students requires all areas of the organization to work together towards a common purpose. All members of the organization play a vital role. Creating a cohesive and efficient	\$42,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		organization requires effective communication. Communication plays an essential role in day-to-day interactions and is vital for the success of the Oxnard School District. Good communication will establish and improve relationships, allow for the district to share our common purpose in improving services for students and the community that will lead to the improved academic and social and emotional achievement of students.		

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There were no substantive differences between planned actions and actions implemented.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material difference between budgeted expenditures and estimated actual expenditures for this goal.

An explanation of how effective the specific actions were in making progress toward the goal.

The Annual LCAP and Family Engagement Panorama survey was conducted in the Winter of 2023. The outcome was 1561 responses, with 89% favorable responses. Although the number of responses increased compared to last year by 620, we still needed to meet the desired outcome of 3,500 responses. The goal for next year is to extend the survey implementation window and to have paper copies of the survey available at all schools.

Oxnard School District built parent empowerment and leadership capacity to impact student learning outcomes through ongoing collaboration with various parent and community advisory groups: District English Learner Advisory Committee, Parent Advisory Committee, Parent-Teacher Association, African American Parent and Community Advisory Group, Mixteco Advisory Group, Asian American & Pacific Islander Advisory Group, School Site Councils, and quarterly meetings with newcomer and foster youth families. This action aims to increase student performance on state and local indicators by educating and collaborating with the district's diverse families as true partners in decision-making. The focus in 2023-2024 is to incorporate the recommended actions in the district's strategic plan in family/community alliances for student success to family and community engagement plans/initiatives.

Oxnard School District offered cultural events to highlight the African American and Asian American, and Pacific Islander cultures and continues to meet 3-4 times a year with these ethnically diverse communities.

In 2022-2023 Oxnard School District established a Family and Community Engagement Committee composed of representatives from the

community and the district (one outreach resource specialist, counselor, school and district administrators, two representatives from VCOE, and parents). OSD continues to seek a student representative. Several Superintendent fellows were interested in joining this committee in the 2023-2024 school year. This committee focuses on developing and implementing systematic and integrated family and community engagement that is authentic, culturally responsive, and grounded in research across all schools.

Oxnard School District held monthly DELAC meetings to address various topics relevant to the needs of parents of English language learners—for example, LCAP, standards-based report cards, ELPAC, and tips for a successful parent-teacher conference. Opportunities were also provided for families to provide input to the district’s parent and family engagement policy, LCAP goals, etc.

Parent Education-Project 2 Inspire workshops were offered to parents. 27 parents enrolled in the level 1 class. 14 finished. Currently, one in-person level 1 class is taking place. 10 parents enrolled for this class. 10 parents enrolled in the Level 2 class. 8 finished. Currently, 6 parents are enrolled in the Level 3 class.

The district is committed to ensuring access to information and authentic engagement of all families. To accomplish this, the district provided the following support:

- Mixteco Interpreters/Family Liaisons to support Mixteco families with interpretation and information about district and community resources.
- Contract with interpretation services in more than 50 languages to ensure all parents and community members have access to all district information necessary to engage as educational partners fully.
- Translation services to ensure equity and access to the community. Translation services are provided by district interpreters/translators: Two Mixteco and five Spanish
- A parent support liaison to support family and community engagement at school and district levels to establish effective communication between home and school, increase community support for schools and the district, and offer parent education and leadership opportunities for parents.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

In 2022-2023, Oxnard School District was not able to establish partnerships with local universities to provide student mentoring opportunities for students connected to identity and college and career readiness. Nevertheless, the process has been initiated by creating a mentoring plan for 2023-2024 that outlines the process, the goals, and the outcomes of this project.

New Goal: OSD established a Family Resource Center that provides families with information about district and community resources to support families with basic needs (shelter, food, clothing, transportation, etc.) along with parent empowerment, education, and engagement opportunities.

Additionally, OSD will establish a partnership with the Center for Community Engagement at CSU Channel Islands in the 2023-2024 school year.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	This Broad Goal Addresses all of the state priorities and district mission. Oxnard School District will ensure all students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities. In addition, this goal supports and contributes to all previous district goals by ensuring that the operations of the district are aligned to the district's strategic plan.

An explanation of why the LEA has developed this goal.

This broad goal was developed to support the districts mission and vision and all of the previous goals. There are many operational layers necessary to be able to provide all of the resources schools and students need that contribute to teaching and learning in the district. This goal addresses all of the state priorities and will be measured using the metrics identified in the previous 3 goals.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Facility Inspection Tool (FIT) Report – Qualifies for State Priorities	Data year: 2020-21 Rating: Good Repair Standard	Data year: 2021-22 Rating: Good Repair Standard	Data year: 22-23 Rating: 3 Instances where a facility Did Not Met Good Repair Standard		Maintain Good Repair Standard

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Implement a facilities program with the goal of improving student performance	This action was developed because there is a growing body of research that indicates that school facilities have a measurable impact on student achievement and connectedness. The spaces where our children spend the majority of their waking hours can impact student learning therefore, OSD is committed to maintaining 21st Century	\$4,000,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		schools that are conducive for teaching and learning the skills necessary for success in the 21st Century.		
4.2	Central Office Administration	Board of Education Superintendent Communications	\$1,815,000.00	No
4.3	Administrative Services	<p>The Administrative Services division values High Quality Service, Integrity, Advancement, Compassion Accuracy and Collaboration.</p> <p>These values are the foundation of the division mission which is to:</p> <ul style="list-style-type: none"> • Collaborate with a growth mind-set • Guide Fiscal Policy • Report timely and accurately • Advocate sound business practices • Ensure all are valued and supported to achieve positive student outcomes and personal success <p>Departments serving to support this mission include:</p> <ul style="list-style-type: none"> • Fiscal Services • Payroll • Benefits /Risk Management • State and Federal • Transfers • Grant Office 	\$7,225,000.00	No
4.4	Operational Services	Facilities Management and Planning – new construction and modernization, planning for enrollment and program needs,	\$15,300,000.00	No

Action #	Title	Description	Total Funds	Contributing
		<p>coordination of facility use by the community</p> <ul style="list-style-type: none"> Maintenance and Operations – routine and deferred maintenance, site and infrastructure improvements, custodial and environmental services, grounds maintenance, utilities management Nutrition Services – meals served daily under the National School Lunch and Breakfast Programs and the Child and Adult Care Feeding Program, plus special programs such as the Fresh Fruit and Vegetable Program Purchasing and Warehouse – procurement of supplies, services and materials for the entire district, contracting public works projects, operation of general and food warehouses, daily delivery to schools Safety and Security – coordination of campus safety services and contracted law enforcement services, operation of 24/7 central monitoring station Transportation – daily transportation 		
4.5	Other Expenses	Health Contribution Retirement	\$3,950,000.00	No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

This broad goal was developed to support the districts mission and vision and all of the previous goals. There were no substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material difference between budgeted expenditures and estimated actual expenditures for this goal.

An explanation of how effective the specific actions were in making progress toward the goal.

The purpose of this overarching goal was established to align with the mission and vision of the district and all the preceding goals. Regarding Goal 4 Action 1, the evaluation method employed to assess the outcome is the Facility Inspection Tool (FIT) Report. According to the FIT report, three instances were identified where a facility initially did not meet the Good Repair Standard due to scratches on interior walls and damages on gates and fences. Subsequently, these issues were addressed and repaired based on the information provided. Our present benchmarks indicate a modest increase in standardized assessments, however we feel strongly that this small growth will lead to much stronger results in the out years.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

With the adoption of the Oxnard Empowers Strategic Plan, the goal of the district is to stay focused on the actions previously started and see programs to completion. There are no new additions or changes to this goal.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$61,249,917	7,931,307

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
41.32%	0.00%	\$0.00	41.32%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Goal 1 - Actions 1-32 are designed to work in tandem to improve the academic achievement of students in support of Goal 1 which is to improve academic performance at challenging levels. The district has achieved improvement in several areas on the 2019 California Dashboard, including English learners' literacy and math scores. In literacy this group increased by 11.2 points distance from met and 8.9 points in math. Additionally, foster youth increased by 19.1 point distance from met in math and 53 points in literacy. Our socio-economically disadvantaged students increased by 8.9 points in math and 11.6 points in literacy. Though growth has been made with these student groups, there is still much work to be done to improve first instruction across content areas. Only 50.4% of English Learners are making progress towards English Proficiency and according to the 2019 data, they were 66.6 points below standard met in Language Arts and 97.9 points below standard met in math. Foster Youth were 119.3 points away from standard met in math and 59.1 points in Language Arts. Students in the socioeconomically disadvantaged student group were 57.9 points below a standard met in Language Arts and 93.8 points in math. The current STAR benchmark data shows that on average less than 20% of students in these student groups are performing at grade level in Language Arts and less than 12% in math. In order to address this condition of our EL, SES and Foster Youth, we will focus on improving our academic program starting with Tier 1 instruction and supporting specialized programs for Tier II and III interventions. These actions are being provided on an LEA-wide basis and we expect that all of our student groups will increase by at least 10 points on distance from met in both Language Arts and math. The percent of English Learners demonstrating English Proficiency will increase by a minimum of 5% a year. Below is a detail of each of the actions. These actions are principally directed towards meeting the needs of unduplicated student

groups and all students as the support will be effectively implemented when it is provided across all student groups.

1.1 - 3 Professional Learning Days - The Oxnard School District through collection of data identified that first instruction needed to be improved and we believe that professional learning will increase access to effective first teaching for low income, English learner, and foster youth students . These PD days will include Culturally Responsive teaching practices, literacy, mathematics, social and emotional practices and PBIS.

1.2 Student Literacy Interventions - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that based on state and local assessments, these student groups had identified learning gaps that require intensive intervention supports. The effectiveness of this action is measured by local data in the form of district diagnostic assessments and statewide assessment data. Staff reviews student data regularly and based on data results interventions are planned. Given this process and focus of interventions we have seen growth with all student groups mentioned above.

1.3 Development in Literacy - Oxnard School District's English Learner, Foster Youth, Low Income students populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards effectively meeting the needs of English Learner, Foster Youth, Low Income students.

- This action is designed to build the collective capacity to improve first instruction in literacy through continued funding of subject-expert leaders, teacher supports through collaboration , and professional development
- Implement 1st -8th Grade interim assessments.
- Supports the implementation of state standards in every classroom ensuring English Learner, Foster Youth, Low Income students access to the core curriculum and grade level standards
- The additional professional development increases the effectiveness of teaching state standards.
- All professional development includes components designed to improve teaching of English language learners.
- Professional Development focused on Balanced Literacy provided by consultants to help teacher leaders.
- Teachers and site administrators will be provided the guidance and support to design and implement effective lessons that yield high-impact literacy instruction for all students.
- Lexia Core 5 and Power Up Subscriptions 3 Year License Subscription will support students' literacy development in combination with first instruction.

1.4 Continued Expansion of District Dual Language Programs - English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. Dual Language Immersion Programs remove barriers while providing access to the core curriculum in the primary language.

- An expansion of a well-established English learner program
- The program increases English literacy while maintaining the primary language
- The expectation is that students are prepared to receive the pathway to the Seal of Biliteracy Award.

1.5 Development in Mathematics - This action is designed to build the collective capacity to improve mathematics instruction through continued funding of subject-expert staff leaders, teacher supports through collaboration, and professional development. Districtwide, Foster youth, English Learners and students in poverty are among the lowest performing student groups in mathematics. These student groups need access to culturally relevant first instruction that incorporates a comprehensive instructional cycle. This includes assessment, standards-based instruction, professional development and a well-designed MTSS process. Through this goal the above-mentioned student groups will be monitored and provided additional support.

In addition to first instruction, the district will provide students support with a Tier II math intervention program that will be targeted for students who are performing below grade level as part of the districts Rtl process.

1.6 Expansion of Learning Opportunities -Oxnard School District's English Learner, Foster Youth, Low Income students populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of English Learner, Foster Youth, Low Income students. Expanded Learning Opportunities for out of school time are an effective way to supplement students' instructional program rather than supplant. This action will provide English Learner, Foster Youth, Low Income students more time in school, with adults providing academic support. Additional space in the afterschool program to expand academic, enrichment and SEL support for students will be provided . English Learners, Foster Youth and students experiencing poverty will be prioritized in the enrollment process to ensure access. Students who attend these programs have higher achievement, attendance, and student engagement rates. This action will provide an opportunity to more students than are currently served. This funding will shorten the waiting list at each school site and add space in the program for Kindergarten.

1.7 Student Technology - Experience has shown that low-income students do not have reliable access to technology; and to fully prepare students for college and career it is critical to include consistent use of technology in the classroom. In order to do this, the district must maintain a district level department to support the 1:1 device program implemented in all Pre-school-8th grade classrooms. The Technology Services Technicians provide educational technology support to students, staff, and families at all 21 school sites in support of the Districts 1:1 Device Program.

1.8 Further Develop Early Childhood Education - Research has shown that starting school at an early age assists English learners, foster youth, and students living in poverty to be more prepared to read by third grade. Currently the Oxnard School District has 8 pre-school general education programs to support the community.

In order to maximize the effectiveness of these programs, the District Pre-school teachers utilize a pre-school curriculum and assessment that supports Early Childhood Standards.

1.9 Implementation of State Standards - The District's professional learning is anchored in the California English Language Arts (ELA)/English Language Development (ELD) and Mathematics Frameworks and targets the implementation of integrated and designated ELD instruction.

Oxnard School District's low income and English learner student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of English learners and low-income students.

1.10 Data Management System - Oxnard School District's unduplicated population are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of English Learner, Foster Youth, Low Income students. This action allows for the continuous monitoring of student achievement to inform instructional practices:

- The district will continue to use Ellevation for reclassifications, monitoring and tracking interventions for English language learners, and training for teachers and administrators.
- The district will purchase and maintain a student data management system (such as Illuminate) to manage assessment data to create disaggregated reports in order to accurately monitor student progress in inform instructional actions, including intervention and enrichment.
- The district will provide professional development to district and site administrators and teachers on use of SDMS.

1.11 Expansion of District GATE program - Historically, English Learner, Foster Youth, Low Income students have been underrepresented in these accelerated programs. The following services are principally directed toward English Learner, Foster Youth, Low Income students and provide support to be successful in the programs.

- Universal screening at the end of Second grade for all students
- Professional learning focused on strategies for accelerated learners and culturally responsive teaching
- Summer professional institute for AP teachers in Dual Language Programs

Additionally, for English Learner, Foster Youth, Low Income students it is important to provide access to classes that prepare them for college opportunities. The District will accomplish this by supporting AVID classes at all middle schools and AVID Excel for English Learners.

1.12 Expanded Summer Learning - English Learner, Foster Youth, Low Income students benefit from additional time school with a variety of learning opportunities. OSD is planning a robust Summer School program. The Summer Writing, Science and Math Camp is a full day program and is offered to students in Grades K-8. The program is run with the support and planning of credentialed teachers to run an enrichment based academic program in the morning with the afternoons operated in partnership with our Afterschool program. The program will operate for one month of the summer. Transportation will be provided district wide to ensure access for all students.

These actions will increase access to the core curriculum and provide specific interventions identified for each low income and English learner student. These efforts will lead to increased student performance on state and local assessments

1.13 Special Education Services - Oxnard School District's English Learner, Foster Youth, Low Income students groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district.

Special Education Department serves grades Pre-School through 8th many who are part of the English Learner, Foster Youth, Low Income students group.

1.14 Equity and Access - All Middle Schools provide a broad course of study for students by ensuring that all English Learner, Foster Youth, Low Income students groups have access to electives, core classes and intervention by adding an intervention period at the end of the day. Each comprehensive middle school will have 3 additional periods per grade level in order to provide intervention support for students. The teachers teaching these periods will work closely with each English language arts and math professional learning community using the cycle of continuous improvement to address the needs of each student and provide any additional academic support a student may need to achieve mastery.

Additional supports include:

- Schools offer students a variety of electives including, but not limited to music teachers, art elective teachers.
- Professional Development on Universal Design for Learning will be provided to staff to ensure students have access to grade level rigorous standards.
- Coaching for Equity Professional Learning for TOSAs in line with the district's mission and vision, all teachers on special assignments will develop their knowledge of equitable practices and how to transfer such knowledge to their day-to-day practice.
- District-wide Equity and Family and Community Engagement Task Force composed by representatives from all schools that will center around issues of equity, social justice, culturally responsive teaching and culturally responsive family and community engagement practices.

1.15 Recruitment and Retention of Human capital - The Oxnard School District beliefs that it will accomplish the district mission "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities" by

- Recruiting and retaining exceptional people
- Establishing strategic Work: Recruitment, Selection, Retention and Operations
- Maintaining labor relations with three associations.

As mentioned above, in order to increase the achievement of English Learner, Foster Youth, Low Income students groups, first instruction must be culturally relevant and rigorous and in order to provide such instruction is imperative that high quality teachers be recruited and supported.

1.16 Instructional Supports - As mentioned above, English Learner, Foster Youth, Low Income students groups' literacy scores are lower than the scores of all students. In order to improve scores, the district will implement District-wide Assessments and Reading Programs (Renaissance: Star/AR/MyON). To measure student growth the district will use the Renaissance Star 360 Program district wide as an assessment tool to identify students for intervention placement and leveled instruction. An important function of the program will be its use as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics. Administration occurs at least 3 times a year. Use of the Accelerated Reader Program will support reading comprehension and fluency. Use of the MyON program will support reading comprehension through access on 1:1 devices at home, with or without internet access.

Additionally, for students needing additional support, the district will use Tutorific to provide tutoring services for students that struggle with educational continuity and academic growth due to the impermanence of their housing, English Language skills and impact of poverty. Tutoring will improve English Language skills, including reading, phonics, vocabulary, conversational English, and Math.

1.17 Support of School Libraries - School libraries have the ability to bridge the gap between privileged and at-risk students by providing equal access and resources for learning. In order to improve access for English Learner, Foster Youth, Low Income students groups, the district will :

- Hire Library Technicians at elementary schools.
- Provide access to diverse titles for students including titles in multiple languages.
- Provide access to technology through the library for students who may not have access to technology at home
- Provide E-books and E-readers that allow students to listen to books, this will support readers for whom English is not the primary language spoken at home

As a result, English Learner, Foster Youth, Low Income students will have the resources to improve scores on state and local assessments.

1.18 Support of Local and State Assessments - Based on the data above, the need for instruction and professional development to be aligned to State testing is critical to improve the outcomes of English Learners, Foster Youth, and socioeconomically disadvantaged students. By providing a coherent testing system that supports schools' implementation, English Learners, Foster Youth, and socioeconomically disadvantaged students' outcomes will improve.

1.19 Professional Learning - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that staff development and professional learning was a vital part of improving first instruction. In order to address these conditions, the district will offer a variety of training opportunities. These trainings will include District Administrators, teachers, and staff the opportunity to attend the yearly CAFE and other conferences conference which focuses on the most current research and best practices to meet the needs of second language learners. Best practices will be shared with teachers and administrators through meetings, collaboration opportunities, model lessons, and support with lesson design and delivery. These opportunities are being offered district wide and will lead to the desired academic growth of English Learner, Foster Youth, Low Income students groups.

1.20 Developing Human Capital - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that many of the new teachers hired into the district are not fully prepared to provide the differentiation of instruction

necessary to meet the needs of these student groups. In order to address this condition, the district implements a new teacher training and ongoing yearly support. This action provides necessary information and resources to teachers who are new to the district to support them in instruction and as employees. Additionally, specialized training is provided to Special Education teachers. The Orientation is coordinated between Educational Services and Human Resources and is provided before the start of the school year and throughout the year through curriculum council.

1.21 Maintain District Management System - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that parental involvement in student learning is a critical component for student success. English Learner, Foster Youth, Low Income students groups and families have less access to technology platforms to support their learning. In order to address this condition, the district adopted Canvas. Canvas provides avenues to support UDL and collaboration of students and staff. This goal supports the district's student profile by providing a platform that creates 21st Century ready students. This action is provided district-wide, we expect that all students and parents will benefit and consequently improve academic outcomes as indicated above.

1.22 English Language Development Support -After assessing the conditions, needs and circumstances of English Learners we learned that English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. In order to support their academic growth, the following are necessary:

- Implementation of English Learner curriculum and resources
- Newcomer Academies, to maintain Newcomer teachers and paraeducators, provide professional development and teacher collaboration related to the program and to purchase support materials and/or technology as well as other resources to support student acquisition and development of English and math skills.
- Interventions opportunities supporting Long Term English Learners

These combined actions will increase access to the core curriculum, provide specific interventions, and increase English Learner performance on state and local assessments.

1.23 Additional Teachers Above Staffing Ratio - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that based on state and local assessments, these student groups require additional individualized support. In order to address this condition, the district is providing additional staff to school sites to allow for differentiation. This staff will include teachers and support staff. These actions are being provided LEA wide to support these student groups. Participation in intervention opportunities will be targeted for these student groups. We hope this will lead to improved academic achievement of EL, Foster Youth and Socioeconomically disadvantaged students.

1.24 School Site Allocations- After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that schools must provide additional support targeted for these student groups. In order to address this condition:

- Each school site receives an allocation based on the school's enrollment of low income, English learner, and foster youth
- Each school is required to evaluate LCAP data points as related to low income, English learner, and foster youth student populations, to assure plans focus on addressing the needs of English Learner, Foster Youth, Low Income students
- Site personnel work with School Site Councils to inform educational partners of goals and targets, and incorporate data and leadership feedback to appropriately revise plans, with the focus on LCAP goals and expected outcomes for English Learner, Foster Youth, Low Income students
- Each School Site Plan (School Plan for Student Achievement-SPSA) specifies how LCFF funding addresses identified needs and meets LCAP district and site goals for English Learner, Foster Youth, Low Income students

- Products and services provided specifically for English Learner, Foster Youth, Low Income students through the site plans include:
 - o Supplemental materials and technology
 - o Academic interventions and supports
 - o Supplemental counseling and psychological services
 - o Staff for attendance support
 - o Parent involvement support
 - o Bilingual office staff

These actions are being provided district-wide, the annual LCAP review and revision process corresponds with the site planning process and allows district leaders to review data with site leaders to verify how the actions at the sites are effective in meeting the goals and targets for English Learner, Foster Youth, Low Income students as measured by the California Dashboard, required LCAP metrics and local LEA metrics. Each site has specific deficits as measured by this variety of metrics.

1.25 Maintain 24:1 TK-3rd Grade - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that these student groups require more differentiated instruction than all students. In order to address this condition, class sizes in the district will continue to be maintained at a 24 to 1 ratio. These actions are being provided LEA-wide and we expect that this will allow teachers to provide instruction targeted towards these student groups which will result in academic growth as indicated above.

1.26 Additional Services for Students at Risk of Being Expelled - After assessing the conditions, needs and circumstances of Low-income students, and Foster Youth we learned that Foster Youth suspension rates in 2019 were 14%, Low-income students were 3.4% , as compared to all students at 3.2%. In order to address this condition, the district implements the following programs for students at risk of expulsion:

The three comprehensive middle schools will maintain Opportunity classes for grades 6-8.

- Students in 6th – 8th grade with significant behavioral issues are provided in-depth academic and social-emotional support.
- Cross disciplinary professionals work together to address chronic absenteeism
- Maintain individual counseling program to reduce peer conflict and emotional outbursts
- Anger management
- Grief counseling
- Close monitoring of grades and academic interventions

As a result, low income and Foster Youth students will improve attendance, decrease suspension rates and chronic absenteeism

1.27 After School Tutoring - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that these student groups require additional time in learning than all students. In order to address this condition, this action:

- Provides extended learning opportunities through teacher and tutor supports principally directed to low-income students in elementary and middle schools to increase academic achievement
- Provides after school tutoring programs to impact student achievement, especially for at-risk students

The benefits of an afterschool tutoring program include increased student achievement, a higher self-esteem, more participation in class, and an increase in homework completion (Baker, Reig, & Clendaniel, 2006)

This action will provide personalized learning identified for low income, English Learners and Foster Youth students. These efforts will lead to increased student performance on state and local assessments.

1.30 - Tier 3 and Special Education Intervention - After assessing the conditions, needs and circumstances of low-income students, English

Learners and Foster Youth receiving special education services, we learned that these student groups require more time on tasks. To address these conditions the following evidenced based programs will be implemented:

- Reading Intervention Supplemental Curriculum Reading Horizons
- ST math Intervention for Sped
- Teacher Leader trainings for implementation of professional development across subject
- Placement for high need and at-risk identified student in special education
- Unique – Moderate Severe Curriculum
- Instructional and behavioral support

1.31 - Cultural Proficiency and Focus on Equitable Practices - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that culturally responsive practices needed to be implemented district wide. To address this condition, the district will build teacher capacity in cultural proficiency and effective school-family engagement by providing professional development opportunities, such as webinars, workshops, literature review/book study, and/or summer P.D. This action is principally directed towards preparing staff to better meet the needs of English Learner, Foster Youth, Low Income students groups.

1.32 - Developing Educational Leaders -After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that Oxnard School District's English Learner, Foster Youth, Low Income students groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. To address the needs of students, school leaders are responsible for establishing equitable practices in our schools to ensure high leverage instructional practices are being used. For a school leader to be successful in their role, they need to lead the way in driving teaching and learning outcomes. This involves setting expectations about the school's learning practices and ensuring the organization's values and behaviors focus on improving student success. School leaders require the professional development in the following areas:

- Developing instructional equity for student success
- Data driven decision making
- Creating school cultures through equity lens
- Universal Design for Learning practices
- Implementation of MTSS

This action is principally directed towards meeting the needs of English Learner, Foster Youth, Low Income students groups.

Goal 2 - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that Approximately 91% of the students enrolled are considered socio-economically disadvantaged, many of these students are impacted by trauma and poverty. In order for our students to be prepared and able to learn, the district must ensure that students have the necessary resources to be successful. To better serve our students and community and to ensure that every student has equitable access, district resources will be used to support the social emotional needs of students, the wrap around services necessary for both students and their families so that achievement gaps can be addressed. Though this goal has always been important, the impact of COVID-19 has been life changing for many families and in particular for families living in poverty. More than ever there is an urgency to address the social emotional needs of all students and in particular students experiencing homelessness, foster youth, English Learners and students receiving special education services. A particular area of concern for these services are Foster Youth students . On the 2019 California Dashboard, Foster Youth students had an absenteeism rate of 12.9% compared to 7.7% for all students. Foster Youth students had a suspension rate of 14%

compared to 3.2% for all students. Actions 2.1- 2.9 work in tandem to provide this additional support for all English Learner, Foster Youth, Low Income students. We believe that together these actions will improve the absenteeism and suspension rates of Foster Youth primarily.

2.1 Child Nutrition - Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment, as well as having some of the lowest attendance rates. When students are in school it is important that they have all conditions necessary to help them learn. Knowing the importance of this OSD provides healthy breakfast, lunch, snack, and supper meals to students to enhance their ability to learn. Supplement the Child Nutrition programs with contributions from the General Fund as necessary. This action is principally directed towards meeting the needs of English Learner, Foster Youth, Low Income students groups.

2.2 Improve opportunities for student connectedness - After assessing the conditions, needs and circumstances of Foster Youth we learned that transportation for students who are in foster placements so that they can remain at their home school is a critical component of their education.

Additionally, offering expanded opportunities for students to participate in club and sports programs after school at all K-8 schools allow for connectedness. In order for these student groups to have access the district provide a late bus for the K-8 and middle schools to support student access to additional teacher support, clubs, and sports.

2.3 Improve student attendance - Some low income students, students experiencing homelessness and foster youth exhibit irregular attendance which affects academic performance. In order to assist with absenteeism outreach and truancy prevention with full-time Attendance Technicians at all schools. As well as provide Thrive (SARB/ Truancy Reduction) program through the County of Ventura. The County of Ventura provides support to the district SARB team on a monthly basis. An Assistant District Attorney meets with the SARB team to review truancy cases and provide support to families to reduce absences. We believe this will improve attendance for English Learner, Foster Youth, Low Income students.

2.4 Social and Emotional Supports -Oxnard District's School low-income student populations are some of the lowest performing student groups on state and local assessment. To address this condition, the district will implement a Multi-tiered System of Support (MTSS). MTSS is a systemic, continuous- improvement framework in which data-based problem solving and decision making is practiced across all levels of the educational system for supporting students with the academic and social emotional interventions, designed to support their specific needs.

2.5 Health and Welfare for students - Some low-income students, students experiencing homelessness and foster youth lack resources and often miss school due to health and welfare factors. This action principally supports these groups of students and provides resources to address health and welfare needs. This action supports the following:

- Supplemental Health Care Technician/LVN services
- Contracted staffing services to ensure that health offices are staffed at each school site.
- Provide Health Assistants and/or Health Care Technicians (LVNs) at each school site with oversight from district nurses ensuring student safety and health across the district.
- Palmer Drug and Alcohol Prevention. PDAP provides individual and group substance abuse counseling sessions for students based on requests from school staff. Sessions focus on awareness of personal strengths, importance of health choices, the dangers of drug and alcohol use and social skills for seeking positive peers.
- Practi-Cal provides the district support with Medi-Cal billing. Employees providing direct services to students enter medi-cal billing reports which are sent to Practi-Cal for review. Costs are recovered through this program.

- Social Emotional Services Specialist (SESS) through VCOE contract. Social emotional service specialists provide support to students who require intensive counseling due to social- emotional/behavior issues. SESS providers work with students one-one at the school
- Hearing Conservation screening services. Hearing Conservation provides comprehensive hearing screening for students who need more intensive hearing evaluation.

2.6 Create a safe environment conducive to learning - - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth, we learned that many students have experienced trauma and consequently families are seeking safety in school settings. IN order to meet this need the district :

- ProvideS Campus Assistants to keep students safe at lunch and recess and provide for before and after school campus supervision.
- ensures School safety plans are updated annually in accordance with Ed Code. School teams work with educational partners to identify resources and elements that are important to school safety and climate.
- Reviews Annual Parent Rights Notification, Envision Consulting services. The Annual Parent Rights Notification is updated annually to reflect new district policy and Ed Code. Envision Consulting reviews the document to ensure that all updates to Ed Code are accurate.
- Provides Action Preparedness Training. School office staff and health care staff are provided CPR training annually.

2.7 Restorative Practices - Oxnard School District has identified the need to reduce suspension and expulsions for English Learner, Foster Youth, Low Income students groups. Professional development will be provided for staff to address the unique needs of English Learner, Foster Youth, Low Income students groups. Resources to support restorative practices across the district will be provided. These opportunities will be provided using existing personnel and school time. Additionally, this will be monitored through the use of Panorama Survey.

2.8 Professional Learning and wellness of staff - Oxnard School District's English Learner, Foster Youth, Low Income students groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. They are also groups with higher rates of absenteeism and lack school connectedness. Consequently, staff require continuous development using strategies and tools to address student needs. Professional Growth for OSSA members which include nurses, counselors, Speech pathologist, program specialist, behaviorist and psychologists.

2.9 Tier III Specialized social and emotional supports - After assessing the needs and circumstances of Foster Youth, English Learner, and socioeconomically disadvantaged students we found that students require additional social and emotional support. In order to address this need, the district will provide:

- Social emotional specialist through VCOE
- Counselling services for IEPs
- 1:1 behavioral aides
- Special Education staff to assist with additional duties and assessments

Goal 3 - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that historically families of English Learner, Foster Youth, Low Income students groups tend to be more disengaged from school-home partnerships. The Oxnard School District believes that students will do better academically and socially when schools build positive relationships with families. Parent involvement is crucial, regardless of income or background, and therefore it is critical for the district to have

a comprehensive and well- planned partnership between school and home. To do this, a comprehensive communication system must be implemented, this comprehensive communication includes two-way communication that flows between and among the school, the families, and the community. This goal includes establishing a more effective way to disseminate information and gather feedback from all educational partners. Actions 3.1- 3.6 ,

3.8 -3.11 work in tandem to strengthen communication and family engagement district-wide with a focus on traditionally under-represented student groups. We believe as a result of these actions, English Learner, Foster Youth, Low Income students groups will improve on state and local assessment and have greater opportunities to enter an A-G program in high school.

3.1 Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework- Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To build parent capacity, empowerment and advocacy that impacts student academic and social-emotional development through ongoing collaboration with different parent and community groups: District English Learner Advisory Committee, Parent Advisory Committee, Parent-Teacher Association, African American Steering Committee & African American Parent Group, School Site Councils, Mixteco Steering Committee and Mixteco parent group. Actions listed above will lead to increased student performance on state and local assessments by educating, engaging, and involving parents in the continued development of the district's strategic plan and the student profile.

3.2 Ensure and enhance our communication with families through the use of a variety a platform - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve this condition, the district will maintain effective communication with parents via website, email, text, and phone calls. This action includes professional development for Principals, Assistant Principals and Office staff for updating the school website and utilizing ParentConnect to send email, text, phone calls, and digital newsletter to families.

3.3 Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve engagement of these student groups, the district will contract or hire a person as a webmaster to support the update of the Oxnard School District Web page and School sites. This person will need to know the technical and content side of the information and will establish protocols to create consistency among all OSD pages and sites.

3.4 Equitable access for participation - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve engagement of these student groups, the district will purchase Zoom to improve communication, offer webinars, support instruction. This action will also facilitate access for families that are unable to come to school sites or leave work for meeting.

3.5 Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families - Build systems of communication to provide information to students, families, staff and administration. Videos will highlight projects and information about the student profile within the district and will be shared with the community. The district webpage will be updated to include accurate information to relevant departments. Blackboard, Facebook and Twitter will be for messaging to families. Communication will be shared in English and Spanish with Mixteco and ASL translation when needed.

3.6 Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest

performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. The district is committed to ensuring access to information and engagement for all families. This requires the district to provide information in many different languages.

- Maintain two Mixteco Interpreters/translators to support native language interpretation and translation services
- Contract for interpreting Services. This service is provided in order to ensure that all parents and community members have access to all of the district information necessary to fully engage as educational partners.
- Translation Services for Parents. Provide equity and access to community by providing translation services. Translation services are provided by hiring district translators/interpreters. This includes 2 Mixteco interpreters, 5 Spanish translators
- Parent Support Liaison. Maintain a Parent Support Liaison to increase family and community engagement at both school and district levels, establish effective communication between home and school, increase community support for schools and the district, and offer training opportunities for parents

3.8 District Enrolment Center - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. Providing access to information for English Learner, Foster Youth, Low Income students groups is critical for future success. This action principally addresses these needs.

The district Enrollment Center Manager plans, organizes, and directs the ongoing operations of the district's enrollment center including training and evaluating staff; analysis and reporting of enrollment; developing systems to support enrollment at all district school sites. Additionally, the family liaison is housed at the enrollment center and is the first point of contact for families of English Learner, Foster Youth, Low Income students groups who need support connecting with local organizations. This support includes basic needs such as housing, food and clothing.

3.9 Transition to High School Parent/Student Workshops - Oxnard School District's English Learner, Foster Youth, Low Income students groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To assist parents in supporting their student's transition to high school the district provides student and parent workshops on Going to High School and Beyond. ORCs and Counselors will provide workshops to parents of students in Grades 5 and up to review what they need to think about before arriving to high school. This action would include preparing students and families with information and support around A-G opportunities and requirements in High School.

3.10 Student voice: Superintendent Fellows - A student representative from each school site who collaborates with the superintendent about the student experience in Oxnard School District. Students are a conduit between the superintendent and other students from their schools. This group provides an opportunity for the student voice and choice to be shared with district leadership.

3.11 Special Education Parent Supports - Special Education Community Council. Monthly community council with selected committee to address and meet the needs of families as they learn to navigate the special education system. These meetings are provided in English and Spanish and include English Learner, Foster Youth, Low Income students groups.

Goal 4 - Implement a facilities program with the goal of improving student performance - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that there is a growing body of research that indicates that school facilities have a measurable impact on student achievement and connectedness. The spaces where our children spend the

majority of their waking hours can impact student learning therefore, OSD is committed to maintaining 21st Century schools that are conducive for teaching and learning the skills necessary for success in the 21st Century.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

The Oxnard Schools District's English Learner, Foster Youth, Low Income students make up 91% of student enrollment and consequently are at the forefront of all decisions made as a district. These groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest levels of parent engagement therefore this LCAP was written with all actions principally directed to supporting these students. As a result of all educational partner meetings and student achievement data, it was determined that students would need more time engaged with learning, more smaller group differentiation of instruction and greater social and emotional supports. In order to best meet the needs of English Learners, low income students, foster youth and students experiencing homelessness, it is critical that staff are provided high quality training to develop skills necessary to ensure culturally responsive teaching strategies are embedded throughout all content and all grades. According to John Hattie, the teacher is the greatest variance that can make a difference in student achievement. Given the great body of research in the area and in order to meet the needs and accelerate the learning of English Learner, Foster Youth, Low Income students groups, this LCAP focuses heavily on professional learning, and on developing and retaining human capital. Additionally, students benefit most when parents and families are a significant part of the learning journey, therefore this LCAP also has a strong focus on parent and family engagement, opportunities for parents to develop as advocates for their children, and partners in the learning process.

In order to support further the academic success for English learners, foster youth and low income students, LCFF supplemental and concentration grant funds were distributed to sites and a portion left at the central office. The way funds were distributed to sites was based on enrollment of unduplicated count. These targeted funds will be used to support school based interventions for these student groups, this includes Literacy intervention teachers, tutoring, counselors, outreach specialist and other support staff. In addition to Tier I instructional programs previously identified, these funds will provide extensive Tier II and Tier III Academic and Social and Emotional support for students. This includes the implementation of a comprehensive MTSS plan to ensure all students with identified gaps in learning are supported both academically and with wrap around social services.

Addressing the needs of English Learners and Foster Youth is an area of focus for our district. During the 2022-2023 school year, a group for families of Foster students was created in order to ensure that we are providing resources and supports for this vulnerable group of students. This family group will continue for the 2023-2024 school year. Additionally, these students are prioritized to participate in tutoring services and expanded learning opportunities. Outreach consultants reach out to families to encourage participation. School sites are required to identify interventions and metrics for these student groups in the SPSAs. 6 LMFT will be hired for the 2023-2024 school year, and Foster Youth will be identified as a target group to receive support. School Counselors will be provided a list of students by school site and Foster Youth and homeless students will be scheduled for regular check-ins with the school counselors.

Teachers will continue to receive training on language strategies to support students. All school sites will provide intervention/acceleration classes for LTEL students during the after school program. Students in the Newcomer program will be provided 1:1 tutoring to support their Academic growth,

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Due to the continued impact of the COVID-19 Pandemic during the 2022-2023 school year, the district continued to hear of the great need from the community in terms of providing support and services at the school sites to address communication and support. The actions below allowed the families to have more access to address student needs and improved communication. The Oxnard School District received additional Concentration Grant Funds in the amount of \$1,251,929. These funds were principally used to support the following actions:

- Maintained the 21 school site Office Assistant II positions. (LCAP Goal 2.5)
- Continue to provide an additional one hour per day for 20 ORC positions, which would have otherwise been cut. (LCAP Goal 2.4)
- Continue to provide additional hours for Campus Assistants district-wide. (LCAP Goal 2.6)
- Continue to provide substitute teacher and classified employee incentive program, in order to maintain adequate substitute staffing levels during a time of staffing shortages. (LCAP Goal 1.15)
- Continue to provide one additional ISP Teacher at each of the three middle schools. (LCAP goal 1.2)
- Provide MTSS teacher or ISP at each school site

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	6-8 (Classified Student to Staff Ratio= 28:1), K-8 (Classified Student to Staff Ratio = 36:1), K-5 (Classified Student to Staff Ratio = 23:1)
Staff-to-student ratio of certificated staff providing direct services to students	N/A	6-8 (Certificated Student to Staff Ratio = 15:1), K-8 (Certificated Student to Staff Ratio = 25:1), K-5 (Certificated Student to Staff Ratio = 17:1)

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$88,797,948.50	\$61,140,850.56	\$6,635,538.00	\$14,346,328.30	\$170,920,665.36	\$121,195,561.86	\$49,725,103.50

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	3 professional learning days	English Learners Foster Youth Low Income				\$2,835,000.00	\$2,835,000.00
1	1.2	Student Literacy Interventions	English Learners Foster Youth Low Income	\$1,210,114.00			\$1,448,396.30	\$2,658,510.30
1	1.3	Development in Literacy	English Learners Foster Youth Low Income	\$300,780.00			\$116,490.00	\$417,270.00
1	1.4	Continue expansion and refinement of District Dual Language Programs	English Learners Foster Youth Low Income	\$643,480.00			\$312,575.00	\$956,055.00
1	1.5	Development in Mathematics	English Learners Foster Youth Low Income	\$1,362,897.50			\$112,200.00	\$1,475,097.50
1	1.6	Expansion of Learning Opportunities	English Learners Foster Youth Low Income		\$16,077,124.56			\$16,077,124.56
1	1.7	Student Technology Access and Annual Refresh	English Learners Foster Youth Low Income	\$5,192,989.00				\$5,192,989.00
1	1.8	Further Develop Early Childhood Education	English Learners Foster Youth Low Income	\$1,796,988.00	\$2,926,315.00	\$159,301.00	\$1,133,160.00	\$6,015,764.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.9	Implementation of State Standards	English Learners Foster Youth Low Income	\$378,560.00	\$188,818.00		\$1,051,556.00	\$1,618,934.00
1	1.10	Data Management Systems to Support Implementation of District standards	English Learners Foster Youth Low Income	\$505,730.00			\$124,000.00	\$629,730.00
1	1.11	Expansion of District GATE program and Specialized Programs	English Learners Foster Youth Low Income		\$32,549.00		\$940,516.00	\$973,065.00
1	1.12	Expanded Summer Learning	English Learners Foster Youth Low Income		\$2,310,000.00			\$2,310,000.00
1	1.13	Special Education	English Learners Foster Youth Low Income	\$5,200,000.00	\$2,704,000.00			\$7,904,000.00
1	1.14	Equity and Access	English Learners Foster Youth Low Income	\$81,257.00			\$291,458.00	\$372,715.00
1	1.15	Recruitment, Selection and Retention of Human Capital	English Learners Foster Youth Low Income	\$841,076.00				\$841,076.00
1	1.16	Instructional Resources and Supports	English Learners Foster Youth Low Income	\$367,001.00				\$367,001.00
1	1.17	Support of Diverse and Inclusive School Libraries	English Learners Foster Youth Low Income				\$990,309.00	\$990,309.00
1	1.18	Implementation of State and Local Assessments	English Learners Foster Youth Low Income	\$12,600.00	\$309,750.00		\$21,000.00	\$343,350.00
1	1.19	Professional Learning to prepare staff for	English Learners Foster Youth	\$494,400.00	\$54,590.00		\$40,376.00	\$589,366.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		implementation of state standards	Low Income					
1	1.20	Developing Human Capital	English Learners Foster Youth Low Income	\$375,363.00			\$50,795.00	\$426,158.00
1	1.21	Maintain District Learning Management System	English Learners Foster Youth Low Income				\$282,481.00	\$282,481.00
1	1.22	English Language Learners Support and Services	English Learners	\$738,078.00	\$22,260.00		\$58,830.00	\$819,168.00
1	1.23	Additional Teachers Above Base Staffing	English Learners Foster Youth Low Income	\$4,120,000.00				\$4,120,000.00
1	1.24	School Site Allocations to be Prioritized by School Site Council	English Learners Foster Youth Low Income	\$3,334,093.00			\$1,974,016.00	\$5,308,109.00
1	1.25	Maintain 24:1 TK- 3rd Grade Average		\$0.00				\$0.00
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	English Learners Foster Youth Low Income	\$466,655.00				\$466,655.00
1	1.27	After School Tutoring	English Learners Foster Youth Low Income				\$104,000.00	\$104,000.00
1	1.28	Instruction	English Learners Foster Youth Low Income	\$7,768,511.00	\$34,168,261.00	\$6,476,237.00	\$943,742.00	\$49,356,751.00
1	1.29	Textbook Adoptions	English Learners Foster Youth Low Income	\$2,578,090.00	\$728,000.00			\$3,306,090.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.30	Tier 3 and Special Education Interventions	English Learners Foster Youth Low Income	\$1,516,700.00	\$523,000.00		\$209,200.00	\$2,248,900.00
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	English Learners Foster Youth Low Income	\$53,000.00				\$53,000.00
1	1.32	Developing Educational Leaders	English Learners Foster Youth Low Income	\$152,282.00				\$152,282.00
1	1.33	Independent Study Program - No longer implemented during the 23-24 school year		\$0.00				\$0.00
1	1.34	Middle School Collaboratives focused on the development of the OSD Student Profile	English Learners Foster Youth Low Income	\$151,600.00				\$151,600.00
1	1.35	District Wide Banking of Minutes	English Learners Foster Youth Low Income	\$1,954,940.00				\$1,954,940.00
1	1.36	Oxnard Empowers - Implementation Of Strategic Plan	English Learners Foster Youth	\$81,000.00				\$81,000.00
1	1.37	CSI Support for Fremont Academy	English Learners Foster Youth Low Income				\$165,500.00	\$165,500.00
1	1.38	Expansion of the Arts Program		\$0.00				\$0.00
2	2.1	Child Nutrition	All	\$0.00				\$0.00
2	2.2	Improve opportunities for student connectedness	English Learners Foster Youth Low Income				\$30,000.00	\$30,000.00
2	2.3	Student Attendance	English Learners Foster Youth Low Income	\$1,654,845.00	\$14,800.00		\$14,000.00	\$1,683,645.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.4	Social and Emotional Supports	English Learners Foster Youth Low Income	\$6,356,397.00	\$92,000.00		\$50,000.00	\$6,498,397.00
2	2.5	Health and Welfare of students	English Learners Foster Youth Low Income	\$1,319,438.00	\$119,750.00		\$41,700.00	\$1,480,888.00
2	2.6	Create a safe environment conducive to learning	English Learners Foster Youth Low Income	\$2,960,373.00				\$2,960,373.00
2	2.7	Restorative Practices	English Learners Foster Youth Low Income	\$27,330.00				\$27,330.00
2	2.8	Professional learning and wellness for staff	English Learners Foster Youth Low Income		\$75,000.00			\$75,000.00
2	2.9	Tier III and Specialized Support	English Learners Foster Youth Low Income	\$1,486,519.00	\$782,633.00			\$2,269,152.00
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	English Learners Foster Youth Low Income	\$82,000.00	\$12,000.00		\$116,350.00	\$210,350.00
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	English Learners Foster Youth Low Income				\$125,000.00	\$125,000.00
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	English Learners Foster Youth Low Income				\$127,539.00	\$127,539.00
3	3.4	Equitable access for participation	English Learners Foster Youth Low Income				\$148,000.00	\$148,000.00
3	3.5	Systems of Communication to	English Learners Foster Youth	\$60,000.00				\$60,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		Include the voices of our different parent groups in the design of learning experiences for student and families.	Low Income					
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	English Learners Foster Youth Low Income	\$19,285.00			\$93,139.00	\$112,424.00
3	3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	All English Learners Foster Youth Low Income				\$350,000.00	\$350,000.00
3	3.8	District Enrollment Center	English Learners Foster Youth Low Income	\$718,077.00				\$718,077.00
3	3.9	Transition to High School- Parent workshops	English Learners Foster Youth Low Income				\$45,000.00	\$45,000.00
3	3.10	Students Voice	English Learners Foster Youth Low Income	\$63,000.00				\$63,000.00
3	3.11	Special Education Parent Supports	English Learners Foster Youth Low Income	\$40,000.00				\$40,000.00
3	3.12	Internal Communication Systems	English Learners Foster Youth Low Income	\$42,500.00				\$42,500.00
4	4.1	Implement a facilities program with the goal of improving student performance	English Learners Foster Youth Low Income	\$4,000,000.00				\$4,000,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
4	4.2	Central Office Administration	All	\$1,815,000.00				\$1,815,000.00
4	4.3	Administrative Services	All	\$7,225,000.00				\$7,225,000.00
4	4.4	Operational Services	All	\$15,300,000.00				\$15,300,000.00
4	4.5	Other Expenses	All	\$3,950,000.00				\$3,950,000.00

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
148,234,895	\$61,249,917	41.32%	0.00%	41.32%	\$60,507,948.50	0.00%	40.82 %	Total:	\$60,507,948.50
								LEA-wide Total:	\$60,507,948.50
								Limited Total:	\$0.00
								Schoolwide Total:	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	3 professional learning days	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.2	Student Literacy Interventions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,210,114.00	
1	1.3	Development in Literacy	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$300,780.00	
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$643,480.00	
1	1.5	Development in Mathematics	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,362,897.50	
1	1.6	Expansion of Learning Opportunities	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.7	Student Technology Access and Annual Refresh	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$5,192,989.00	
1	1.8	Further Develop Early Childhood Education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,796,988.00	
1	1.9	Implementation of State Standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$378,560.00	
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$505,730.00	
1	1.11	Expansion of District GATE program and Specialized Programs	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.12	Expanded Summer Learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.13	Special Education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$5,200,000.00	
1	1.14	Equity and Access	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$81,257.00	
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$841,076.00	
1	1.16	Instructional Resources and Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$367,001.00	
1	1.17	Support of Diverse and Inclusive School Libraries	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.18	Implementation of State and Local Assessments	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$12,600.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$494,400.00	
1	1.20	Developing Human Capital	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$375,363.00	
1	1.21	Maintain District Learning Management System	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.22	English Language Learners Support and Services	Yes	LEA-wide	English Learners	All Schools	\$738,078.00	
1	1.23	Additional Teachers Above Base Staffing	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$4,120,000.00	
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$3,334,093.00	
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$466,655.00	
1	1.27	After School Tutoring	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.28	Instruction	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$7,768,511.00	
1	1.29	Textbook Adoptions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,578,090.00	
1	1.30	Tier 3 and Special Education Interventions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,516,700.00	
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$53,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.32	Developing Educational Leaders	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$152,282.00	
1	1.34	Middle School Collaboratives focused on the development of the OSD Student Profile	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$151,600.00	
1	1.35	District Wide Banking of Minutes	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,954,940.00	
1	1.36	Oxnard Empowers - Implementation Of Strategic Plan	Yes	LEA-wide	English Learners Foster Youth	All Schools	\$81,000.00	
1	1.37	CSI Support for Fremont Academy	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Fremont Intermediate		
2	2.2	Improve opportunities for student connectedness	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.3	Student Attendance	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,654,845.00	
2	2.4	Social and Emotional Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$6,356,397.00	
2	2.5	Health and Welfare of students	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,319,438.00	
2	2.6	Create a safe environment conducive to learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,960,373.00	
2	2.7	Restorative Practices	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$27,330.00	
2	2.8	Professional learning and wellness for staff	Yes	LEA-wide	English Learners Foster Youth	All Schools		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
					Low Income			
2	2.9	Tier III and Specialized Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,486,519.00	
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$82,000.00	
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.4	Equitable access for participation	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$60,000.00	
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$19,285.00	
3	3.7	Revamp and maximize the accessibility to the district's website as a conduit of	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
		information for all families and community members.						
3	3.8	District Enrollment Center	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$718,077.00	
3	3.9	Transition to High School-Parent workshops	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.10	Students Voice	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$63,000.00	
3	3.11	Special Education Parent Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$40,000.00	
3	3.12	Internal Communication Systems	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$42,500.00	
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$4,000,000.00	

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$163,273,329.00	\$163,275,904.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	3 professional learning days	Yes	\$2,700,000.00	\$2,700,000.00
1	1.2	Student Literacy Interventions	Yes	\$2,560,005.00	\$2,560,030.00
1	1.3	Development in Literacy	Yes	\$400,425.00	\$400,367.00
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	\$914,500.00	\$914,862.00
1	1.5	Development in Mathematics	Yes	\$1,354,250.00	\$1,354,249.00
1	1.6	Expansion of Learning Opportunities	Yes	\$15,407,352.00	\$15,407,352.00
1	1.7	Student Technology Access and Annual Refresh	Yes	\$4,593,259.00	\$4,593,259.00
1	1.8	Further Develop Early Childhood Education	Yes	\$5,840,464.00	\$5,841,582.00
1	1.9	Implementation of State Standards	Yes	\$1,556,668.00	\$1,556,792.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	\$571,000.00	\$571,125.00
1	1.11	Expansion of District GATE program and Specialized Programs	Yes	\$935,637.00	\$935,637.00
1	1.12	Expanded Summer Learning	Yes	\$1,500,000.00	\$1,500,000.00
1	1.13	Special Education	Yes	\$7,600,000.00	\$7,600,500.00
1	1.14	Equity and Access	Yes	\$280,238.00	\$280,238.00
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	\$808,727.00	\$808,727.00
1	1.16	Instructional Resources and Supports	Yes	\$357,500.00	\$357,509.00
1	1.17	Support of School Libraries	Yes	\$962,116.00	\$962,116.00
1	1.18	Implementation of State and Local Assessments	Yes	\$327,000.00	\$327,000.00
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	\$572,200.00	\$572,288.00
1	1.20	Developing Human Capital	Yes	\$407,808.00	\$407,809.00
1	1.21	Maintain District Learning Management System	Yes	\$269,030.00	\$269,032.00
1	1.22	English Language Learners Support and Services	Yes	\$772,800.00	\$772,800.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.23	Additional Teachers Above Base Staffing	Yes	\$4,000,000.00	\$4,000,000.00
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	\$5,153,505.00	\$5,153,505.00
1	1.25	Maintain 24:1 TK- 3rd Grade Average			
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	\$444,434.00	\$444,434.00
1	1.27	After School Tutoring	Yes	\$100,000.00	\$100,000.00
1	1.28	Instruction	Yes	\$47,458,417.00	\$47,458,417.00
1	1.29	Textbook Adoptions	Yes	\$3,203,000.00	\$3,203,000.00
1	1.30	Tier 3 and Special Education Interventions	Yes	\$2,150,000.00	\$2,150,000.00
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	\$50,000.00	\$50,000.00
1	1.32	Developing Educational Leaders	Yes	\$345,000.00	\$345,161.00
1	1.33	Independent Study Program	Yes	\$773,819.00	\$773,819.00
1	1.34	Middle School Collaboratives focused on the development of the OSD Student Profile	Yes	\$149,500.00	\$149,500.00
1	1.35	District Wide Banking of Minutes	Yes	\$1,898,000.00	\$1,898,000.00
2	2.1	Child Nutrition			

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.2	Improve opportunities for student connectedness	Yes	\$30,000.00	\$30,000.00
2	2.3	Student Attendance	Yes	\$1,683,645.00	\$1,683,645.00
2	2.4	Social and Emotional Supports	Yes	\$6,498,397.00	\$6,498,397.00
2	2.5	Health and Welfare of students	Yes	\$1,480,888.00	\$1,480,898.00
2	2.6	Create a safe environment conducive to learning	Yes	\$2,960,373.00	\$2,960,373.00
2	2.7	Restorative Practices	Yes	\$27,330.00	\$27,330.00
2	2.8	Professional learning and wellness for staff	Yes	\$75,000.00	\$75,000.00
2	2.9	Tier III and Specialized Support	Yes	\$2,269,152.00	\$2,269,152.00
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	Yes	\$210,350.00	\$210,442.00
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	Yes	\$125,000.00	\$125,008.00
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes	\$127,539.00	\$127,539.00
3	3.4	Equitable access for participation	Yes	\$148,000.00	\$148,000.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Yes	\$60,000.00	\$60,000.00
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Yes	\$112,424.00	\$112,424.00
3	3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	Yes	\$350,000.00	\$350,000.00
3	3.8	District Enrollment Center	Yes	\$718,077.00	\$718,080.00
3	3.9	Transition to High School- Parent workshops	Yes	\$45,000.00	\$45,000.00
3	3.10	Students Voice	Yes	\$63,000.00	\$63,004.00
3	3.11	Special Education Parent Supports	Yes	\$40,000.00	\$40,000.00
3	3.12	Internal Communication Systems	Yes	\$42,500.00	\$42,500.00
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	\$1,500,000.00	\$1,500,000.00
4	4.2	Central Office Administration	Yes	\$1,815,000.00	\$1,815,000.00
4	4.3	Administrative Services	Yes	\$7,225,000.00	\$7,225,002.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	4.4	Operational Services	Yes	\$15,300,000.00	\$15,300,000.00
4	4.5	Other Expenses	Yes	\$3,950,000.00	\$3,950,000.00

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
84,511,100.00	\$84,511,100.00	\$84,511,100.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	3 professional learning days	Yes				
1	1.2	Student Literacy Interventions	Yes	\$1,153,800.00	1,153,800.00		
1	1.3	Development in Literacy	Yes	\$289,000.00	289,000.00		
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	\$616,000.00	616,000.00		
1	1.5	Development in Mathematics	Yes	\$1,318,250.00	1,318,250.00		
1	1.6	Expansion of Learning Opportunities	Yes				
1	1.7	Student Technology Access and Annual Refresh	Yes	\$4,593,259.00	4,593,259.00		
1	1.8	Further Develop Early Childhood Education	Yes	\$1,744,563.00	1,744,563.00		
1	1.9	Implementation of State Standards	Yes	\$364,000.00	364,000.00		
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	\$491,000.00	491,000.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.11	Expansion of District GATE program and Specialized Programs	Yes				
1	1.12	Expanded Summer Learning	Yes				
1	1.13	Special Education	Yes	\$5,000,000.00	5,000,000.00		
1	1.14	Equity and Access	Yes	\$61,096.00	61,096.00		
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	\$808,727.00	808,727.00		
1	1.16	Instructional Resources and Supports	Yes	\$357,500.00	357,500.00		
1	1.17	Support of School Libraries	Yes				
1	1.18	Implementation of State and Local Assessments	Yes	\$12,000.00	12,000.00		
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	\$480,000.00	480,000.00		
1	1.20	Developing Human Capital	Yes	\$359,200.00	359,200.00		
1	1.21	Maintain District Learning Management System	Yes				
1	1.22	English Language Learners Support and Services	Yes	\$696,300.00	696,300.00		
1	1.23	Additional Teachers Above Base Staffing	Yes	\$4,000,000.00	4,000,000.00		
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	\$3,236,984.00	3,236,984.00		
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	\$444,434.00	444,434.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.27	After School Tutoring	Yes				
1	1.28	Instruction	Yes	\$7,469,723.00	7,469,723.00		
1	1.29	Textbook Adoptions	Yes	\$2,503,000.00	2,503,000.00		
1	1.30	Tier 3 and Special Education Interventions	Yes	\$1,450,000.00	1,450,000.00		
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	\$50,000.00	50,000.00		
1	1.32	Developing Educational Leaders	Yes	\$345,000.00	345,000.00		
1	1.33	Independent Study Program	Yes				
1	1.34	Middle School Collaboratives focused on the development of the OSD Student Profile	Yes	\$149,500.00	149,500.00		
1	1.35	District Wide Banking of Minutes	Yes	\$1,898,000.00	1,898,000.00		
2	2.2	Improve opportunities for student connectedness	Yes				
2	2.3	Student Attendance	Yes	\$1,654,845.00	1,654,845.00		
2	2.4	Social and Emotional Supports	Yes	\$6,356,397.00	6,356,397.00		
2	2.5	Health and Welfare of students	Yes	\$1,319,438.00	1,319,438.00		
2	2.6	Create a safe environment conducive to learning	Yes	\$2,960,373.00	2,960,373.00		
2	2.7	Restorative Practices	Yes	\$27,330.00	27,330.00		
2	2.8	Professional learning and wellness for staff	Yes				
2	2.9	Tier III and Specialized Support	Yes	\$1,486,519.00	1,486,519.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	Yes	\$82,000.00	82,000.00		
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	Yes				
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes				
3	3.4	Equitable access for participation	Yes				
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Yes	\$60,000.00	60,000.00		
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Yes	\$19,285.00	19,285.00		
3	3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	Yes				
3	3.8	District Enrollment Center	Yes	\$718,077.00	718,077.00		
3	3.9	Transition to High School-Parent workshops	Yes				
3	3.10	Students Voice	Yes	\$63,000.00	63,000.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.11	Special Education Parent Supports	Yes	\$40,000.00	40,000.00		
3	3.12	Internal Communication Systems	Yes	\$42,500.00	42,500.00		
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	\$1,500,000.00	1,500,000.00		
4	4.2	Central Office Administration	Yes	\$1,815,000.00	1,815,000.00		
4	4.3	Administrative Services	Yes	\$7,225,000.00	7,225,000.00		
4	4.4	Operational Services	Yes	\$15,300,000.00	15,300,000.00		
4	4.5	Other Expenses	Yes	\$3,950,000.00	3,950,000.00		

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
84,511,100.00	84,511,100.00	0.00%	100.00%	\$84,511,100.00	0.00%	100.00%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA’s eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the “All Students” student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section C: Consent Agenda

2022-23 Quarterly Report on Williams Instructional Materials and Facilities Quarter 4 (DeGenna/Thomas)

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

These reports reflect Quarter 4 findings for the following:

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

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Superintendent and the Director of School Performance and Student Outcomes that the Board of Trustees receive the 2022-23 Quarterly Report on Williams Instructional Materials and Facilities Quarter 4, as presented.

ADDITIONAL MATERIALS:

Attached: [OSD - VCOE 2022-23 \[Q4\] Williams Visitation Report.pdf](#)

**Ventura County Office of Education
Quarter 4 Williams Report
2022-23 Fiscal Year**

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

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

This report reflects Quarter 4 findings for the following:

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

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

April - June 2023 Visitation Periods		
District/School	Instructional Materials	Facilities
Oxnard School District/ Dr. Manuel M. Lopez Academy	No visits conducted in Quarter 4	No visits conducted in Quarter 4

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 02, 2023

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of June 16, 2023 was 14,203. This is 226 less than the same time last year.

FISCAL IMPACT:

N/A

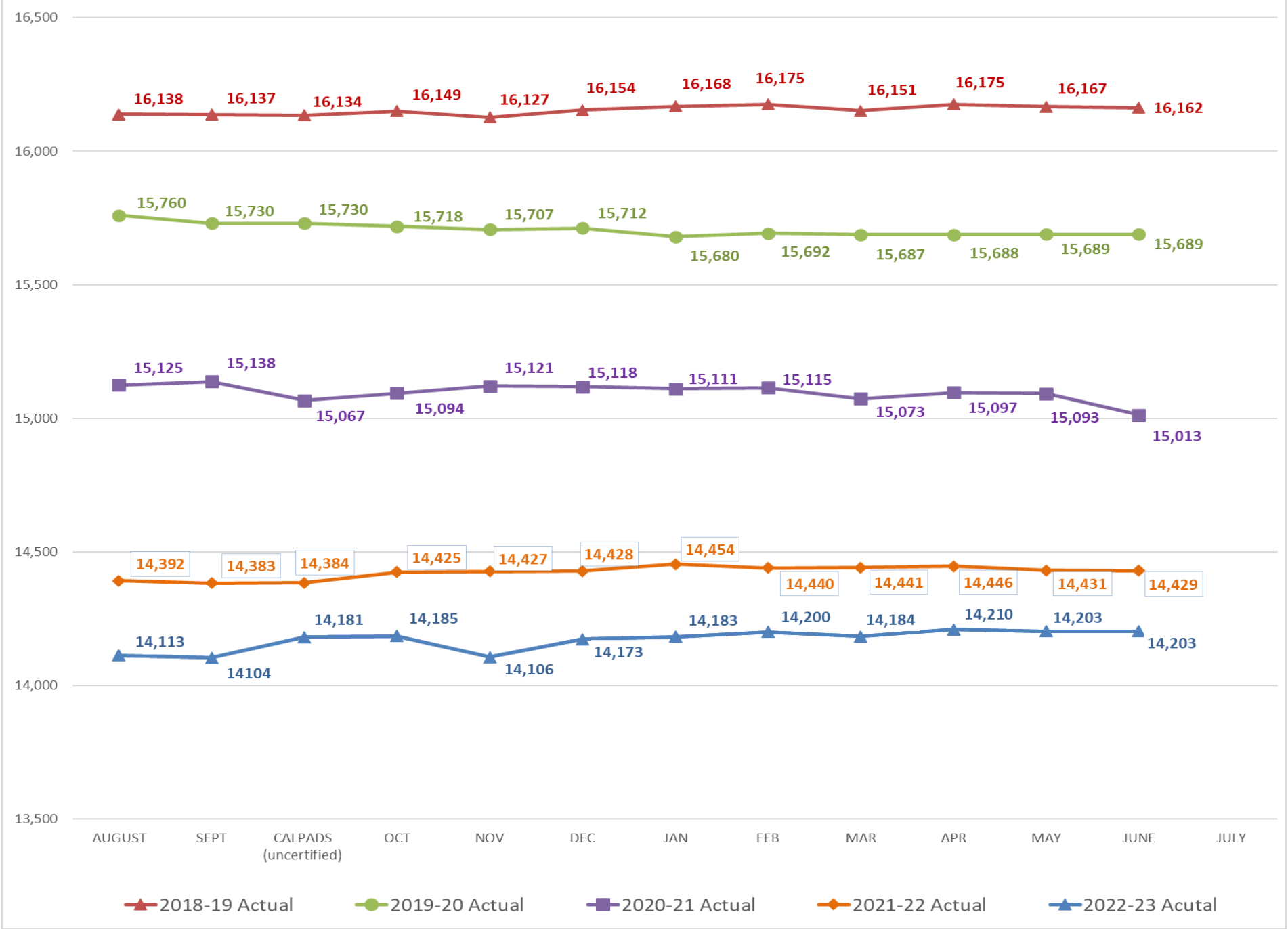
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

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

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



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 02, 2023

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #23-01 (Mitchell /Franz)

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

1. A listing of Purchase orders issued 6/03/2023 through 7/19/2023 for the 2022-2023 school year, for \$606,844.46.
2. A listing of Purchase orders issued 6/03/2023 through 7/19/2023 for the 2023-2024 school year, for \$25,811,069.25.
3. There are no Draft Payments issued from 6/03/2023 through 7/19/2023, for the 2023-2024 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-01 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #23-01 \(22 Pages\)](#)

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP23-00115	Sysco Food Services Of Ventura	640	SUP	130-9320	237.70
NP23-00116	Gold Star Foods	640	SUP	130-9320	4,913.73
P23-04374	Lakeshore Learning Materials-V	051	MAT/SUP- LCAP Goal 2.4; Wellness Center	010-4300	4,770.00
P23-05024	Amazon Com	380	MATLS/SUPPL(AUT)	010-4300	4,609.71
P23-05366	B & H Foto & Electronics Corp	004	MAT/SUP	010-4300	604.63
P23-05367	COUNTY OF VENTURA ELECTIONS DI VISION	100	SERV	010-5800	10,348.03
P23-05368	HOTEL CORQUE	300	Leadership Retreat-June 29-30, 2023 (LCAP 1.32)	010-5200	17,228.75
P23-05369	Children's Museum of Santa Barbara, MOXI	054	LCAP_1.24 serv-instructional	010-5800	300.00
P23-05370	Petroleum Telecom Inc DBA Telecom	054	matl/sup-instructional	010-9510	494.90
P23-05371	Printech	054	LCAP_1.24 matl/sup-instructional	010-9510	119.63
P23-05372	Lakeshore Learning Materials	335	EQUIP/MTLS (PREK)	010-9510	16,913.21
P23-05373	Ashton Awards Inc Aswell Trophy	051	MAT/SUPPLIES(Instructional)	010-4300	315.95
P23-05374	CABO SEAFOOD GRILL AND CANTINA INC	360	Supplies/Refreshments- LCAP 3.01	010-4300	1,316.34
P23-05375	Taco Inn Family Restaurant	054	MTLS/SUPPLIES	010-4300	850.00
P23-05376	SCHOOL TECH SUPPLY	054	LCAP_1.24 matl/sup-instruction;	010-4318	125.63
P23-05377	SURFSIDE SOFTEE INC dba. MISTER SOFTEE OF SO. CAL.	032	Matl/Sup	010-4300	1,242.50
P23-05378	Petroleum Telecom Inc DBA Telecom	066	REPAIR-INSTRUCTIONAL	010-5632	314.02
P23-05379	Student Transportation America	055	Field Trip Transportation 6/13/2023	010-5800	2,355.00
P23-05380	SCHOOL TECH SUPPLY	066	MTLS/ SUPL	010-9510	1,637.66
P23-05381	CalSPRA	315	MEMBERSHIP LCAP 3.2	010-5300	250.00
P23-05382	Uline	044	MATERIALS & SUPPLIES	010-9510	2,948.13
P23-05383	SANTA BARBARA ZOO	032	SERV/INSTRUCTION	010-5800	456.00
P23-05384	SANTA BARBARA ZOO	058	SERV/INSTRUCTION	010-5800	828.00
P23-05385	COSTCO WHOLESALE CORPORATION	051	MAT/SUP- LCAP Goal 2.4; Wellness Center	010-4300	3,216.92
P23-05386	BSN Sports	066	MTLS/SUPL	010-4300	750.58
P23-05387	COMPUWAVE	066	MATL/SUP-Instructional	010-4300	1,114.35
P23-05388	COUNTY OF VENTURA ELECTIONS DI VISION	100	SERV	010-5800	62,654.96
P23-05389	SAN CARLOS CINEMAS INC DBA PLAZA CINEMAS 14	051	LCAP_1.24 Theatre Rental	010-5800	1,500.00
P23-05390	Sinclair Sanitary Supply Inc	003	stores supplies	010-9510	5,388.87
P23-05391	Veritiv Operating Company	003	stores supplies	010-9320	12,916.85
P23-05392	SIGNET CONTROLS, INC	630	SERV	010-5800	96,500.00
P23-05393	Jolly Jumps	051	RENTAL/DONATION (GOAL1, ACTION 16)	010-5600	3,154.50
P23-05394	Office Depot Bus Ser Div	003	stores supplies	010-9320	508.56

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

ESCAPE ONLINE

Page 1 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05395	SCHOOL SERVICES OF CALIFORNIA, INC.	100	SERV/GEN FUND	010-5800	62,700.00
P23-05396	Mobile Zoo of Southern CA.	066	SERV/SUPP CONC (GOAL/ACTION 1.7)	010-5800	1,872.00
P23-05397	MOORPARK COLLEGE FOUNDATION AM ERICA TEACHING ZOO	066	SERVICES-Instructional	010-5800	125.00
P23-05398	ADAM GOLDBERG dba. TIGERFISH	385	PROF SERV	010-5800	660.74
P23-05399	Leonardos Ristorante and Pizzeria LLC	300	TRAVEL/CONF	010-5200	7,438.50
P23-05400	Office Depot Bus Ser Div	003	stores supplies	010-9320	5,668.09
P23-05401	Southwest School & Office Sup	003	stores supplies	010-9510	3,050.52
P23-05402	SHRM	200	MEMB (Mata and Magana)	010-5300	488.00
P23-05403	Ashton Awards Inc Aswell Trophy	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	265.37
P23-05404	Student Transportation America	050	Field Trip Transportation 6/9/23	010-5800	2,669.00
P23-05405	ROBERT B. HOFFMAN	200	SVCS (CSEA/OSD Cancellations)	010-5800	2,062.50
P23-05406	Caldwell Flores Winters, Inc	600	SERV-FinAdvServ.Agrmt 21-123.Expires 6/30/24.	215-6205	45,000.00
P23-05407	Shoes That Fit	058	MTLS/SUPPLIES - Shoes for students	010-4300	216.76
P23-05408	Maad Graphics	058	MTLS/SUPPLIES	010-4300	121.73
P23-05409	School Specialty Inc	003	stores supplies	010-9510	878.37
P23-05410	School Health Corporation	003	stores supplies	010-9510	202.22
P23-05411	BSN Sports	003	stores supplies	010-9320	12.02
P23-05412	Sinclair Sanitary Supply Inc	003	stores supplies	010-9510	2,620.09
P23-05413	Uline	003	stores supplies	010-9510	69.63
P23-05414	Amazon Com	640	MTLS/SUPL	130-4300	87.37
P23-05415	CDW G	380	SERVICE/SUBSCRIPTION	010-5800	623.60
P23-05416	School Health Corporation	003	stores supplies	010-9510	248.00
P23-05417	Office Depot Bus Ser Div	051	MAT/SUPPLIES (Instructional)	010-4300	122.41
P23-05418	Lakeshore Learning Materials-V	051	MAT/SUPPLIES (Instruction)	010-4300	53.44
P23-05419	United Rentals (North America)	055	RENTAL (LIGHTING)	010-5600	512.93
P23-05420	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	055	MTLS/SUPL (DONATION)	010-4300	478.52
P23-05421	Office Depot Bus Ser Div	003	stores supplies	010-9320	1,749.04
P23-05422	Amazon Com	003	stores supplies	010-9320	1,197.10
P23-05423	Lakeshore Learning Materials-V	051	MAT/SUPPLIES (Instructional)	010-9510	72.06
P23-05424	Ventura Co Office Of Education	380	CONF (LCAP 1.30)	010-9510	9,358.00
P23-05425	SCHOOL TECH SUPPLY	380	EQUIP (BEHAVIORISTS)	010-9510	12,183.56
P23-05426	WESTIN SAN DIEGO	315	Conf - LCAP 1.11	010-5200	52,404.83
P23-05427	Every Special Child LLC	380	SERV(PARA-R. HOMOKAY)	010-5100	6,900.00
P23-05428	Every Special Child LLC	380	SERV(PARA-Y.TAYLOR)	010-5100	12,950.00
P23-05429	Every Special Child LLC	380	SERV(PARA-Q.KEMP)	010-5100	4,615.81

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ESCAPE ONLINE

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05430	CSPCA - PHILIP J GORDILLO EXEC UTIVE DIRECTOR	210	conf	010-5200	575.00
P23-05431	Home Depot Inc	003	MTLS/SUPPLIES (WHSE)	010-4300	84.91
P23-05432	Southwest School & Office Sup	003	stores supplies	010-9510	994.39
P23-05433	Staples Direct	003	stores supplies	010-9510	274.39
P23-05434	Bernardo's Flowers Inc	100	MTLS/SUPPLIES	010-4300	124.03
P23-05435	COUNTY OF VENTURA CLERK & RECO RDER	600	SERV	350-6150	50.00
P23-05436	Amazon Com	385	MTLS/SUPPLIES	010-4300	2,042.70
P23-05437	PACIFIC ONESOURCE INC.	385	MTLS/SUPL INVOICE	010-9510	131.06
P23-05438	VENTURA UNIFIED SCHOOL DIST	660	2022-23 SPED Tuition/Excess Costs	010-7141	30,801.00
P23-05439	SKATING PLUS	057	5TH GRADE PROMOTIONAL FIELDTRIP	010-5800	1,020.00
P23-05440	Maad Graphics	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	101.60
P23-05441	Ashton Awards Inc Aswell Troph y	048	MATERIALS AND SUPPLIES-INCENTIVES	010-4300	628.30
P23-05442	GUADALUPE GIRON SAVE MORE PAY LESS	055	MTLS/SUPL (DONATION)	010-4300	350.00
P23-05443	BARNES AND NOBLE BOOKSELLERS, INC.	210	MTLS/SUPL	010-4300	336.18
P23-05444	CONEJO VALLEY HISTORICAL SOC S TAGECOACH INN MUSEUM	048	SERV/ LCFF	010-5800	485.00
P23-05445	Nothing Bundt Cakes	100	HOSP/FAREWELL	010-4300	135.00
P23-05446	PEEBEE & JAY PH	335	Material and Supplys (LCAP 1.03)	010-4300	320.00
P23-05447	Lakeshore Learning Materials-V	380	MTLS/SUPPLIES	010-9510	2,999.99
P23-05448	Ashton Awards Inc Aswell Troph y	200	MATL/SUPP (Retirement)	010-4300	2,411.15
P23-05449	Affordable Tables And Chairs	100	HOSP/FAREWELL	010-4300	595.00
P23-05450	Spicers Paper Inc	655	Materials and Supplies	010-4300	4,436.10
P23-05451	CA Dept of Social Svcs Communi ty Care Licensing	335	SERV/DEPT SOCIAL SERVICES	010-5800	4,719.00
P23-05452	GYROMANIA, LLC	100	HOSP/FAREWELL	010-4300	923.16
P23-05453	Myers Stevens And Toohey And	315	SERV/ INSURANCE LCAP 1.6	010-5800	277.50
P23-05454	Petroleum Telcom Inc DBA Telec om	044	MTLS/SUPL	010-4300	216.17
P23-05455	Petroleum Telcom Inc DBA Telec om	048	MTLS/ SUPL	010-4300	1,870.91
P23-05456	TAWNIS PONIES & PETTING FARM I NC.	052	SERV/T3/T1	010-5800	1,250.00
P23-05457	Lifetouch	038	MTLS/SUPP	010-4300	3,173.21
P23-05458	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	050	SERV/INST	010-5800	1,174.16
P23-05459	Maad Graphics	058	MTLS/SUPPLIES	010-4300	250.00
P23-05460	Education Justice Law Group PC	380	SERV (ATTORNEY FEES (TDLR))	010-5899	5,000.00
P23-05461	Every Special Child LLC	380	SERV(PARA-S. McCLENDON)	010-5100	9,600.00
P23-05462	Every Special Child LLC	380	SERV (PARA-J.SANCHEZ)	010-5100	9,600.00

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ESCAPE ONLINE

Page 3 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-05463	ACSA/FEA	200	SERVICES	010-5800	250.00
P23-05464	SCHOOL SERVICES OF CALIFORNIA, INC.	600	MATLS - REPORTS	010-4300	800.00
P23-05465	RED BRICK RESOURCES SMART APPL E MEDIA	058	BKS OTHER THAN TXBKS	010-4200	402.35
P23-05466	Every Special Child LLC	380	SERV (PARA-M.FAKHURI)	010-5100	3,800.00
P23-05467	Every Special Child LLC	380	SERV (PARA- C. CANNISTRACI)	010-5100	3,937.50
P23-05468	Every Special Child LLC	380	SERV (PARA- R. MENDOZA)	010-5100	3,993.50
P23-05469	Christina Lewis dba. Lewis Eve nts	055	T1/SERV (GOAL/ACTION 1.24)	010-5800	3,046.00
P23-05470	REGENTS OF THE UNIV OF CA GERV ITZ GRADUATE SCHOOL OF ED	315	ELOP/SERV (GOAL/ACTION1.6)	010-5800	218,609.25
P23-05471	EVENTOS ANA, INC.	051	LCAP_1.24 Carpet Rentals SERVICE	010-5600	350.00
P23-05472	AG Designs 805 Inc.	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	732.75
P23-05473	AG Designs 805 Inc.	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	3,195.56
P23-05474	Petroleum Telcom Inc DBA Telec om	051	LCAP_1.24 EQUIPMENT	010-9510	668.62
P23-05475	THUNG-RUNG LIN LIN AND ASSOCIA TES	210	serv	010-5800	20,000.00
P24-00022	CASBO	610	2023-2024 CASO Membership Dues	010-5300	5,250.00
P24-00023	CPI	380	MEMBERSHIP (H. BROWN) LCAP 1.30	010-5300	200.00
P24-00024	Calif Assn Of Latino Supt & Ad	300	Conference-CALSA (LCAP 1.19)	010-5200	875.00
P24-00025	General Binding Corp.	051	MAINT	010-5631	825.38
P24-00026	General Binding Corp.	038	MAINT	010-5631	612.32
P24-00027	General Binding Corp.	058	MAINT	010-5631	515.00
P24-00028	General Binding Corp.	044	MAINT	010-5631	776.13
P24-00029	General Binding Corp.	060	MAINT	010-5631	751.05
P24-00030	PANORAMA EDUCATION INC	385	SERV/MTSS (GOAL/ACTION 2.4)	010-5800	207,700.00
P24-00031	HATCHING RESULTS LLC	385	SERV/SUPP CONC (GOAL/ACTION 2.4)	010-5800	90,000.00
P24-00032	TRI-SIGNAL INTEGRATION, INC.	630	SERV/RR MAINT	010-5800	69,465.00
P24-00033	1st Maker Space, Inc.	315	SER/ELOP (GOAL/ACTION 1.6)	010-5800	13,215.98
P24-00034	THE CALIFORNIA EDUCATION PARTN ERS	300	SERV/SUPP CONC	010-5800	270,000.00
P24-00035	READING HORIZONS	ERC	LCAP_1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-5818	757,507.58
P24-00036	General Binding Corp.	048	MAINT	010-5631	777.65
P24-00037	General Binding Corp.	630	MAINT	010-5600	584.85
P24-00038	Westin Gaslamp Quarter	300	CALSA Summer Institute 2023 Hotel Accomodations	010-5200	1,574.27
P24-00039	General Binding Corp.	040	MAINT	010-5631	669.58
P24-00040	Costco Wholesale	650	MEMB	010-5300	120.00

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ESCAPE ONLINE

Page 4 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00041	FOLLETT SCHOOL SOLUTIONS, INC	320	Software - Follett Destiny LCAP 1.17	010-5818	51,759.91
P24-00042	Calif Assn Of Latino Supt & Ad	300	LCAP-1.19 - CALSA Membership 23-24 (B. Anguiano)	010-5300	200.00
P24-00043	NATIONAL ASSOC OF SCHOOL PSYCHOLOGISTS, INC.	380	MEMBERSHIP(JEFFERSON)	010-5300	230.00
P24-00044	CN School & Office Sol, Inc Cuyler-Newlin	001	EQUIP (FURNITURE - BUSINESS OFFICE)	010-4400	14,700.46
P24-00045	PCASC/TREASURER SERGIO GARCIA	210	membership	010-5300	100.00
P24-00046	SCHOOL NUTRITION ASSOCIATION	640	conference	010-5200	620.00
P24-00047	California School Boards Assoc	100	CSBAEC DEC 2023 - Dr. DeGenna	010-5200	1,160.00
P24-00048	California School Boards Assoc	100	CSBAEC DEC 2023 - V. Robles-Solis	010-5224	1,660.00
P24-00049	California School Boards Assoc	100	CSBAEC DEC 2023 - Jarely Lopez	010-5223	1,660.00
P24-00050	California School Boards Assoc	100	CSBAEC DEC 2023 - MaryAnn Rodriguez	010-5225	1,285.00
P24-00051	California School Boards Assoc	100	CSBAEC DEC 2023 - L. Lugo Dominguez	010-5200	860.00
P24-00052	California School Boards Assoc	100	CSBAEC DEC 2023 - M. Noriega	010-5200	860.00
P24-00053	California School Boards Assoc	100	CSBAEC DEC 2023 - Rose Gonzales	010-5220	1,285.00
P24-00054	Grammarly, Inc	300	SERV	010-5818	540.00
P24-00055	Calif State Board	620	FUEL	010-5800	50.00
P24-00056	Del Norte Recycling Center	001	TRASH/SURPLUS	010-5570	1,000.00
P24-00057	PITNEY BOWES PRESORT SVCS LLC	001	POSTAGE	010-5901	7,000.00
P24-00058	Arrowhead Drinking Water	003	MATLS	010-4300	200.00
P24-00059	Calif State Dept Of Justice	200	SERVICE	010-5800	55,000.00
P24-00060	City Of Oxnard	001	UTIL/WATER	010-5530	700,000.00
P24-00061	City Of Oxnard	001	UTIL	010-5530	2,000.00
P24-00062	Cmrs Tms	001	POSTAGE	010-5901	120,000.00
P24-00063	Coastal Occupational Medical	200	SERV	010-5800	20,000.00
P24-00064	AC HOTEL MARRIOTT DENVER DOWNTOWN	640	HOTEL/CONF	010-5200	1,944.15
P24-00065	United Airlines, Inc	640	5200	010-5200	247.80
P24-00066	Curriculum Associates Inc	360	Subscription LCAP 1.10	010-5818	77,338.50
P24-00067	INSTRUCTURE INC.	300	CANVAS LMS LCAP 1.21	010-5818	120,170.90
P24-00068	Calif Assn Of Latino Supt & Ad	600	CONF-CALSA Conf.V.M July 5-8.2023	010-5200	1,125.00
P24-00069	AVID CENTER REGISTRATIONS	315	Memberships AVID & Excel LCAP 1.11	010-5800	53,140.00
P24-00070	CANON SOLUTIONS AMERICA INC	001	MAINT (DISTRICT WIDE COPIERS)	010-5631	100,000.00
P24-00071	CSPCA	210	membership	010-5300	1,100.00
P24-00072	CODESP	210	serv	010-5800	2,700.00

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ESCAPE ONLINE

Page 5 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00073	CSPCA C/O PAM SHANKS	210	conf	010-5200	4,794.00
P24-00074	STERLING VENUE VENTURES LLC	300	RENTAL (Welcome Back 23-24)	010-5600	6,500.00
P24-00075	Reading Horizons	380	SERV/SPEC ED LCAP 1.30	010-5800	25,000.00
P24-00076	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	315	SERV/ASES-ELOP (GOAL/ACTION 1.6)	010-5100	4,655,000.00
				010-5800	25,000.00
P24-00077	VENTURA UNIFIED SCHOOL DIST	300	T1/SERV	010-5800	3,915.36
P24-00078	Rodney Allen Spicer dba/ Gold Coast K9	385	SUPP CONC/SERV (GOAL/ACTION 2.6)	010-5800	48,000.00
P24-00079	General Binding Corp.	053	MAINT	010-5631	611.22
P24-00080	CCI Office Technologies	650	SUPPLIES	010-4300	2,000.00
P24-00081	Mail Finance	655	LEASE AGREEMENT (ENVELOPE FOLDER/INSERTER/PRINTER)	010-5631	15,287.04
P24-00082	Mail Finance	650	LEASE AGREEMENT (MAIL MACHINE)	010-5600	8,133.88
P24-00083	American Language Services	360	T1/SERV (GOAL 3, ACTION 6)	010-5800	20,000.00
P24-00084	Curriculum Associates Inc	360	T3/SERV (GOAL 1, ACTION 10)	010-5800	2,000.00
P24-00085	Express Business Machines	650	MAINT(ARCHIVES)	010-5631	650.00
P24-00086	CABE	360	T3/SERV (GOAL 3, ACTION 1)	010-5800	35,000.00
P24-00087	IMAGINATION STATION INC	345	LCAP_1.04 Software Licenses (Istation)	010-5818	63,800.00
P24-00088	Renaissance Learning Inc	320	online license - LCAP 1.16	010-5818	3,640.00
P24-00089	University of North Carolina at Chapel Hill	380	Travel & Conference(Autism Team)	010-5200	2,185.00
P24-00090	IXL LEARNING, INC	345	LCAP_1.05 Software License- Math LCFF	010-5818	135,450.00
P24-00091	Renaissance Learning Inc	320	Services LCAP 1.16	010-5800	1,950.00
P24-00092	CETPA ANNUAL CONFERENCE	004	TRAV/CONF	010-5200	1,440.00
P24-00093	Ventura Co Office Of Education	320	T1/SERV (GOAL/ACTION 1.17)	010-5800	8,800.00
P24-00094	FROG ENVIRONMENTAL, INC.	620	SERV	010-5800	5,457.00
P24-00095	Renaissance Learning Inc	320	SUPP CONC/SERV (GOAL 1.1, ACTION 1.16)	010-5800	17,750.00
P24-00096	COUNTY OF VENTURA COUNTY HUMAN SVCS AGENCY	385	SERV/SUPP CONC (GOAL/ACTION 2.4)	010-5800	435,907.00
P24-00097	SAFE & CIVIL SCHOOLS	385	SUPP CONC/SERV (GOAL/ACTION 2.4)	010-5800	123,000.00
P24-00098	EVENTBRITE, INC	300	Conf - LCAP 1.19 CSI	010-5200	585.00
P24-00099	Federal Express Corp	001	POSTAGE	010-5901	2,000.00
P24-00100	Houghton Mifflin Harcourt Publ	345	T3/SERV (GOAL/ACTION 1.3)	010-5800	5,000.00
P24-00101	Learning Without Tears	345	SUPP CONC/SERV (GOAL/ACTION 1.9)	010-5800	2,100.00
P24-00102	IXL LEARNING, INC	345	SUPP CONC/SERV (GOAL/ACTION 1.5)	010-5800	3,585.00
P24-00103	School Serv Of Calif Inc	600	SERV-SSC agmt #23-23	010-5800	31,500.00
P24-00104	TAWNIS PONIES & PETTING FARM INC.	315	SERV/ELOP (GOAL/ACTION 1.6)	010-5800	11,100.00

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ESCAPE ONLINE

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00105	NANCY PAULSON EXTREME MATH	315	ELOP/SERV (GOAL/ACTION 1.6)	010-5800	34,850.00
P24-00106	Durham School Services	620	SERV/SUPP CONCENTRATION	010-5103 010-5803	5,166,457.34 25,000.00
P24-00107	ACTIVE INTERNET TECHNOLOGIES	100	SOFTWARE/SERV	010-5818	88,392.37
P24-00108	General Binding Corp.	055	MAINT-Instruction	010-4400	2,591.41
P24-00109	Power Machinery Center	003	MAINT & REPAIRS	010-5632	2,185.00
P24-00110	Printech	036	MAINT-Instruction	010-5631	2,215.00
P24-00111	Printech	038	MAINT-Instruction	010-5631	1,745.00
P24-00112	Printech	040	MAINT-instruction	010-5631	975.00
P24-00113	Printech	041	MAINT-Instruction	010-5631	2,345.00
P24-00114	Printech	042	MAINT-instruction	010-5631	3,140.00
P24-00115	Printech	044	MAINT-instruction	010-5631	1,210.00
P24-00116	Printech	046	MAINT-instruction	010-5631	2,450.00
P24-00117	Printech	055	MAINT-Instruction	010-5631	2,275.00
P24-00118	Printech	054	MAINT-instruction	010-5631	975.00
P24-00119	Printech	066	MAINT-instruction	010-5631	2,275.00
P24-00120	Printech	058	MAINT-instruction	010-5631	2,295.00
P24-00121	Printech	060	MAINT-instruction	010-5631	995.00
P24-00122	SHRED-IT USA LLC	036	serv- instructional	010-5800	800.00
P24-00123	SHRED-IT USA LLC	040	SERV - Instruction	010-5800	500.00
P24-00124	SHRED-IT USA LLC	048	PROFESSIONAL CONSULTING SVCS-INSTRUCTIONAL	010-5800	800.00
P24-00125	SHRED-IT USA LLC	054	Serv-Instruction	010-5800	800.00
P24-00126	SHRED-IT USA LLC	055	SERV - Instruction	010-5800	500.00
P24-00127	SHRED-IT USA LLC	066	SERV-Admin.	010-5800	500.00
P24-00128	SHRED-IT USA LLC	060	serv - instructional	010-5800	800.00
P24-00129	Frontier California Inc	001	COMM	010-5900	330,000.00
P24-00130	Solarcity Billing Dept	001	UTIL	010-5520	150,000.00
P24-00131	Southern Calif Gas Co	001	UTIL/ NATURAL GAS	010-5510	400,000.00
P24-00132	Silvas Oil Company Inc	001	FUEL	010-4310 010-4333	20,000.00 130,000.00
P24-00133	UNITED RECORDS MANAGEMENT	044	MTLS/SUPL- ADMIN	010-5800	300.00
P24-00134	UNITED RECORDS MANAGEMENT	058	SERV - INSTRUCTIONAL	010-5800	500.00
P24-00135	UNITED RECORDS MANAGEMENT	041	Services	010-5800	500.00
P24-00136	Office Depot Bus Ser Div	600	MATLS/SUP-online ordering	010-4300	2,500.00
P24-00137	Office Depot Bus Ser Div	610	Materials and Supplies	010-4300	3,277.50
P24-00138	Office Depot Bus Ser Div	315	MAT/SUPL LCAP 1.6	010-4300	50,000.00
P24-00139	Office Depot Bus Ser Div	066	MATL/SUP-INSTRUCTIONAL	010-4300	1,000.00
P24-00140	Office Depot Bus Ser Div	042	Materials and Supplies Instructional	010-4300	5,000.00

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ESCAPE ONLINE

Page 7 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00141	Office Depot Bus Ser Div	320	matl/sup - Office online order LCAP 1.19	010-4300	750.00
P24-00142	Office Depot Bus Ser Div	320	matl/sup - online order for Testing LCAP 1.18	010-4300	1,250.00
P24-00143	Office Depot Bus Ser Div	040	MATL/SUPP-INSTRUC	010-4300	6,555.00
P24-00144	CASBO	660	CASBO-Budget Basics & Beyond 7-13-23	010-5200	305.00
P24-00145	CASBO	660	CASBO-SACS - Basic Concepts 7.26.23	010-5200	2,040.00
P24-00146	CASBO	660	CASBO-SACS Basic & Advanced Concepts - 7.26 & 8.09	010-5200	3,060.00
P24-00147	Amazon Com	200	MATL/SUPP (Bulbs)	010-4300	61.35
P24-00148	Amazon Com	380	Mat/Supp (LCAP 1.13)	010-4300	565.27
P24-00149	Amazon Com	315	MATERIAL & SUPPLYS (LCAP 1.6)	010-4300	75.22
P24-00150	Amazon Com	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	4,292.64
P24-00151	Amazon Com	200	MATL/SUPP (Storage)	010-4300	205.35
P24-00152	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	243.91
P24-00153	Amazon Com	050	LCAP_1.04 BOOKS OTHER THAN TXTBOOKS-INST	010-4200	240.65
P24-00154	Amazon Com	320	Books - LCAP 1.20 New Teacher Orientation	010-4200	1,772.32
P24-00155	Amazon Com	040	MATL/SUPP-INSTRUC	010-4300	2,742.91
P24-00156	Aswell Trophy And Engraving	315	MTL/SUPL LCAP 1.6	010-4300	1,000.00
P24-00157	Barnes And Noble	315	MTRL/SUPL LCAP 1.6	010-4200	5,000.00
P24-00158	Guitar Center	315	MATL/SUP LCAP 1.6	010-4300	10,000.00
P24-00159	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	315	SERV LCAP 1.6	010-5800	30,000.00
P24-00160	Petroleum Telcom Inc DBA Telec om	315	MTRL/SUPL LCAP 1.6	010-4300	5,462.50
P24-00161	SCHOOL TECH SUPPLY	100	Reception Equip't	010-4418	3,481.94
P24-00162	SCHOOL TECH SUPPLY	200	EQUIP (N Torres)	010-4400	3,122.23
P24-00163	DRIFTWOOD DAIRY INC	640	SUP/SUMMER	130-4700	14,000.00
P24-00164	ACSA/FEA	610	ACSA 2023-2024 Membership Dues	010-5300	80,539.25
P24-00165	SCHOOL TECH SUPPLY	056	Repair	010-5800	151.86
P24-00166	SCHOOL TECH SUPPLY	600	MATLS	010-4318	360.51
P24-00167	VENTURA PEST CONTROL INC	640	UTIL	130-5500	14,616.00
P24-00168	Blick Art Materials	315	MTRL/SUPL LCAP 1.6	010-4300	8,000.00
P24-00169	COSTCO WHOLESALE CORPORATION	315	MTRL/SUPL LCAP 1.6	010-4300	2,000.00
P24-00170	SMART AND FINAL-C.I. BLVD	315	MTRL/SUPL LCAP 1.6	010-4300	2,000.00
P24-00171	UNITED RECORDS MANAGEMENT	315	SERVICE	010-5800	250.00
P24-00172	Walmart	315	MATL/SUP LCAP 1.6	010-4300	5,000.00
P24-00173	JL DOWNTOWN CAFE	315	MATL/SERVICE LCAP 1.6	010-4300	5,000.00

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ESCAPE ONLINE

Page 8 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

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P24-00174	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	SUP/SUMMER	130-4700	1,050.00
P24-00175	The Berry Man Inc	640	SUP/SUMMER	130-4700	14,000.00
P24-00176	Gold Star Foods	640	SUP/SUMMER	130-4700	105,000.00
P24-00177	Sysco Food Services Of Ventura	640	SUP/SUMMER	130-4700	52,500.00
P24-00178	United Airlines, Inc	380	CONF (LCAP 1.13)	010-5200	7,439.13
P24-00179	CHAPEL HILL HOTELS, LLC AC HOT EL MARRIOTT CHAPEL HILL	380	ACCOM/CONF	010-5200	11,226.39
P24-00180	UNITED RECORDS MANAGEMENT	320	Serv- LCAP 1.19 Shredding Testing	010-5800	1,000.00
P24-00181	SMART AND FINAL-C.I. BLVD	640	supplies/SUMMER	130-4300 130-4700	200.00 500.00
P24-00182	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	640	supplies/SUMMER	130-4300 130-4700	200.00 500.00
P24-00183	SOUTHERN CALIFORNIA PIZZA CO	640	SUPPLIES/SUMMER	130-4700	1,750.00
P24-00184	Ventura Co Office Of Education	380	SERV (ORIENTATION/MOBILITY SVCS)	010-5800	3,439.12
P24-00185	Ventura Co Office Of Education	380	SERV (PHYSICAL THERAPY SVCS)	010-5800	28,366.49
P24-00186	IMAGE APPAREL FOR BUSINESS	003	SERV (23-24 WAREHOUSE UNIFORMS)	010-5800	615.04
P24-00187	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	11,959.64
P24-00188	Veritiv Operating Company	003	stores supplies	010-9320	30,357.76
P24-00189	Extreme Clean	003	stores supplies	010-9320	5,037.52
P24-00190	Acorn Paper Products Co	003	stores supplies	010-9320	1,444.61
P24-00191	BSN Sports	003	stores supplies	010-9320	718.65
P24-00192	SANTA BARBARA AIRBUS	315	SERV LCAP 1.6	010-5800	45,180.00
P24-00193	SHRED-IT USA LLC	046	SERVICE/INSTRUCTION	010-5800	500.00
P24-00194	SHRED-IT USA LLC	056	SERV - INST	010-5800	500.00
P24-00195	SHRED-IT USA LLC	052	SRVC-Instruction	010-5800	500.00
P24-00196	J. Sweigart Inc dba. BDJtech	004	SERV	010-5800	4,875.00
P24-00197	Witherspoon Ent Inc DBA Port A Stor	056	RENTAL	010-5600	840.00
P24-00198	Amazon Com	003	stores supplies	010-9320	2,011.73
P24-00199	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	223.67
P24-00200	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	93.02
P24-00201	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	2,301.88
P24-00202	Amazon Com	046	Mat/Supp (LCAP 1.30)	010-4300	120.42
P24-00203	Amazon Com	320	mat/sup - LCAP 1.20 NTO supplies	010-4300	447.55
P24-00204	Amazon Com	320	mat/sup - LCAP 1.20 NTO supplies additional	010-4300	555.90

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ESCAPE ONLINE

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00205	AMERICAN FLAGPOLE & FLAG CO.	630	Materials and Supplies	010-4300	500.00
P24-00206	AMERICOVER INC	630	Materials and Supplies	010-4300	550.00
P24-00207	California Quality Plastics	630	Materials and Supplies	010-4300	500.00
P24-00208	CB ACOUSTICAL	630	Materials and Supplies	010-4300	500.00
P24-00209	Extreme Clean	630	Custodial Materials and Supplies	010-4300	500.00
P24-00210	Gold Coast Steel & Supply Inc	630	Materials and Supplies	010-4300	500.00
P24-00211	Hardnox Llc	630	Materials and Supplies	010-4300	500.00
P24-00212	Intelligencept	630	Materials and Supplies	010-4300	500.00
P24-00213	JuengermannInc dba Spring Industries	630	Materials and Supplies	010-4300	500.00
P24-00214	RUBBER NECK SIGNS	630	Materials and Supplies	010-4300	500.00
P24-00215	VENTURA STEEL INC	630	Materials and Supplies	010-4300	500.00
P24-00216	VENTURA STEEL INC	630	Materials and Supplies	010-4300	500.00
P24-00217	Gopher Sport	003	stores supplies	010-9320	810.46
P24-00218	Superior Sanitary Supplies	003	stores supplies	010-9320	242.27
P24-00219	TRI-COUNTY RESTAURANT SUPPLY S TEVENSON'S RESTAURANT SUPPLY	640	MATL/SUP	010-4300	10,000.00
P24-00220	Printech	051	MAINT-instruction	010-5631	1,280.00
P24-00221	Printech	052	MAINT-instruction	010-5631	2,055.00
P24-00222	Printech	053	MAINT-instruction	010-5631	1,280.00
P24-00223	Printech	056	MAINT-instruction	010-5631	1,280.00
P24-00224	Western Indoor Environmental	640	other services	130-5800	9,590.00
P24-00225	California Carbide	630	Materials and Supplies	010-4300	500.00
P24-00226	FAMCON PIPE & SUPPLY INC	630	Misc Grounds Supplies	010-4351	500.00
P24-00227	FASTENAL COMPANY	630	Materials and Supplies	010-4300	500.00
P24-00228	Oxnard Auto Electric Co	630	Misc. Materials and Supplies	010-4351	500.00
P24-00229	Plastic Window Products	630	Materials and Supplies	010-4300	500.00
P24-00230	SCOTT MACHINE DEV CORP	630	Materials and Supplies	010-4300	500.00
P24-00231	Traffic Technologies, LLC Total Signs & Screen Printing	630	Materials and Supplies	010-4300	500.00
P24-00232	Henry Schein	003	stores supplies	010-9320	166.76
P24-00233	SPB Associates, Inc DBA Subway # 27320	640	SUP	130-4700	1,000.00
P24-00234	SPB Associates, Inc DBA Subway # 27320	640	SUP	130-4700	5,250.00
P24-00235	UNITED RECORDS MANAGEMENT	038	SERV-instructional	010-5800	300.00
P24-00236	UNITED RECORDS MANAGEMENT	051	SERV/INST	010-5800	500.00
P24-00237	UNITED RECORDS MANAGEMENT	053	SERV-Instructional	010-5800	500.00
P24-00238	Smart And Final Iris Co-N. Ox. Blvd	600	MATLS- Open PO	010-4300	300.00
P24-00239	Walmart	600	MATLS- Open PO	010-4300	300.00

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ESCAPE ONLINE

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P24-00240	Tom Rey Garcia dba/ Tomas Cafe & Gallery	300	MATL/SUP	010-4300	10,000.00
P24-00241	COSTCO WHOLESALE CORPORATION	300	MATL/SUP	010-4300	3,000.00
P24-00242	Smart And Final Iris Co-N. Ox. Blvd	300	MATL/SUPP	010-4300	5,000.00
P24-00243	SMART AND FINAL-C.I. BLVD	320	matl/sup - LCAP 1.19 PDs	010-4300	1,000.00
P24-00244	Tom Rey Garcia dba/ Tomas Cafe & Gallery	320	matl/sup - LCAP 1.19	010-4300	1,000.00
P24-00245	Walmart	040	MATL/SUPP-INSTRUC	010-4300	546.25
P24-00246	Tom Rey Garcia dba/ Tomas Cafe & Gallery	200	SUPP (Interviews/Food)	010-4300	500.00
P24-00247	Tom Rey Garcia dba/ Tomas Cafe & Gallery	200	SUPP (Negotiations/Food)	010-4300	1,500.00
P24-00248	COSTCO WHOLESALE CORPORATION	052	MATL/SUPL-Instr	010-4300	1,500.00
P24-00249	COSTCO WHOLESALE CORPORATION	056	SIP Day	010-4300	327.75
P24-00250	SMART AND FINAL-C.I. BLVD	004	MAT/SUP	010-4300	655.50
P24-00251	Tom Rey Garcia dba/ Tomas Cafe & Gallery	345	MATL/SUP-LCAP_1.28-Unrestricted	010-4300	500.00
P24-00252	Barco Products Company	630	Misc Garden Supplies	010-4351	2,000.00
P24-00253	Batteries Plus	630	Custodial Materials and Supplies	010-4300	2,000.00
P24-00254	BAVCO	630	Grounds Equipt. Parts	010-4353	5,000.00
P24-00255	Coast To Coast Computer Prod	630	Materials and Supplies	010-4300	5,000.00
P24-00256	Del Norte Recycling Center	630	Professional Services	010-5800	3,500.00
P24-00257	DRIVESHAFTPRO	630	Materials and Supplies	010-4300	1,000.00
P24-00258	Eckharts Trailer Hitch & Weldi	630	Repairs	010-5632	1,000.00
P24-00259	Ewing Irrigation Products Inc	630	Misc. Materials and Supplies	010-4351	6,000.00
P24-00260	Green Thumb International	630	Landscape Supplies	010-4352	2,500.00
P24-00261	H & M Gopher Control	630	Professional Services	010-5800	1,000.00
P24-00262	Parts Town, LLC	630	Materials and Supplies	010-4300	5,000.00
P24-00263	R A ATMORE AND SONS, INC	630	Professional Services	010-5800	3,000.00
P24-00264	Safety-Kleen Systems Inc	630	Professional Services	010-5800	3,000.00
P24-00265	Shiffler Equipment	630	Custodial Materials and Supplies	010-4300	1,000.00
P24-00266	SIGNET CONTROLS, INC	630	Materials and Supplies	010-4300	10,000.00
P24-00267	Sinclair Sanitary Supply Inc	630	Custodial Materials and Supplies	010-4300	8,000.00
P24-00268	Steven Zolotas West Oaks Pest Control	630	Pest Control	010-5500	5,000.00
P24-00269	Superior Sanitary Supplies	630	Custodial Materials and Supplies	010-4300	40,000.00
P24-00270	Target Specialty Products	630	Materials and Supplies	010-4300	3,000.00
P24-00271	VER SALES, INC	630	Materials and Supplies	010-4300	3,000.00
P24-00272	Vogue Sign Company	630	Materials and Supplies	010-4300	10,000.00
P24-00273	Agromin	630	Landscape Supplies	010-4352	3,000.00
P24-00274	Agrx	630	Misc. Garden Supplies	010-4351	2,000.00
P24-00275	Airgas USA Inc	630	HVAC Materials and Supplies	010-4323	500.00

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ESCAPE ONLINE

Page 11 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00276	Artesia Sawdust Products, Inc	630	Misc. Garden Supplies	010-4351	8,000.00
P24-00277	Astra Industrial Services In	630	Misc. Garden Supplies	010-4351	3,000.00
P24-00278	AutoZone Stores, LLC	630	Misc Materials and Supplies	010-4351	2,000.00
P24-00279	Bird Barrier America Inc	630	Materials and Supplies	010-4300	2,000.00
P24-00280	Boething Treeland Farms Inc	630	Landscape Supplies	010-4352	2,000.00
P24-00281	Cal Coast Machinery Inc	630	Misc Materials and Supplies	010-4351	5,000.00
P24-00282	CENTRAL COAST PLAYGROUNDS INC	630	Repairs	010-5632	1,000.00
P24-00283	Chapins Equip Rentals	630	Rentals	010-5600	3,000.00
P24-00284	Coastal Pipco	630	Misc Materials and Supplies	010-4351	5,000.00
P24-00285	COMMERCIAL PARTS & SERVICE INC INDUSTRIAL ELECTRIC	630	HVAC Materials and Supplies	010-4323	500.00
P24-00286	Conejo Concrete Pumping Serv	630	Materials and Supplies	010-4300	5,000.00
P24-00287	Daniels Tire Service	630	Professional Service	010-5800	7,000.00
P24-00288	Diamond A Equipment	630	Misc Materials and Supplies	010-4351	2,500.00
P24-00289	Electronic Expeditors, Inc	630	Electrical Materials and Supplies	010-4321	500.00
P24-00290	EMERGENCY LIGHTING EQUIPMENT S ERV INC/ELESCO	630	Electrical Materials and Supplies	010-4321	500.00
P24-00291	ENVISION FORD LINCOLN OXNARD	630	Vehicle Repairs	010-5632	3,000.00
P24-00292	Fence Factory	630	Grounds Materials and Supplies	010-4300	20,000.00
P24-00293	Fence Factory	630	Fence Rentals	010-5600	5,000.00
P24-00294	GCS Service Inc	630	HVAC Materials and Supplies	010-4323	500.00
P24-00295	Gibbs International Trucks	630	Professional Services	010-5800	1,000.00
P24-00296	Grainger Inc	630	Misc. Materials and Supplies	010-4351	7,000.00
P24-00297	Grainger Inc	630	Custodial Materials and Supplies	010-4300	2,000.00
P24-00298	Hagle Lumber	630	Gardening Materials and Supplies	010-4300	5,000.00
P24-00299	HARBOR FREIGHT TOOLS	630	Misc. Materials and Supplies	010-4351	1,000.00
P24-00300	Home Depot Inc	630	Misc. Materials and Supplies	010-4351	15,000.00
P24-00301	Home Depot Inc	630	Custodial Materials and Supplies	010-4300	2,000.00
P24-00302	Hose-Man Inc	630	Misc Materials Supplies	010-4351	1,000.00
P24-00303	KWANG SUNG LEE K & S LAWNMOWER	630	Misc Garden Supplies	010-4351	10,000.00
P24-00304	LAWSON PRODUCTS INC	630	Materials and Supplies	010-4300	2,000.00
P24-00305	Lowe's	630	Misc. Materials and Supplies	010-4300	8,000.00
P24-00306	Lowe's	630	Misc Gardening supplies	010-4351	10,000.00
P24-00307	Magnum Fence And Security	630	Professional Services	010-5800	2,000.00
P24-00308	McCarty And Sons Towing	630	Professional Services	010-5800	1,000.00
P24-00309	MORNING STAR WORK & SAFETY MOR NING STAR SAFETY	630	Materials and Supplies	010-4300	1,000.00
P24-00310	Office Depot Bus Ser Div	630	Office Materials and Supplies	010-4300	15,000.00
P24-00311	Oxnard Auto Electric Co	630	Electrical Materials and Supplies	010-4321	500.00
P24-00312	Pacific Sod	630	Landscape Materials and Supplies	010-4352	2,500.00
P24-00313	Palm Flex Inc	630	Materials and Supplies	010-4300	1,000.00
P24-00314	Paul Moore dba/ Moore Fabricat ion	630	Materials and Supplies	010-4300	5,000.00

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ESCAPE ONLINE

Page 12 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00315	Port Hueneme Marine Sup Co I	630	Misc. Materials and Supplies	010-4351	1,500.00
P24-00316	Prime Building Materials	630	Misc. Materials and Supplies	010-4351	10,000.00
P24-00317	REDLINE FASTENERS, INC AMERICA N FASTENING SYSTEMS	630	Materials and Supplies	010-4300	1,000.00
P24-00318	SiteOne Landscape Supply, LLC	630	Materials and Supplies	010-4300	7,000.00
P24-00319	Smith Pipe And Supply Co	630	Misc. Materials and Supplies	010-4351	15,000.00
P24-00320	SPECTRATURF	630	Misc. Materials and Supplies	010-4351	2,000.00
P24-00321	State Ready Mix Inc	630	Materials and Supplies	010-4300	2,000.00
P24-00322	Uline	630	Electrical Materials and Supplies	010-4321	514.81
P24-00323	Univar	630	Materials and Supplies	010-4300	6,000.00
P24-00324	Zee Service Co	630	Materials and Supplies	010-4300	2,000.00
P24-00325	Staples Direct	003	stores supplies	010-9320	636.87
P24-00326	School Health Corporation	003	stores supplies	010-9320	1,041.20
P24-00327	SCHOOL SPECIALTY LLC	003	stores supplies	010-9320	9,556.64
P24-00328	All Phase Electric Supply	630	Electrical Materials and Supplies	010-4321	15,000.00
P24-00329	Allcable Inc	630	Electrical Materials and Supplies	010-4321	1,000.00
P24-00330	Batteries Plus	630	Electrical Materials and Supplies	010-4321	4,500.00
P24-00331	BAVCO	630	Plumbing Materials and Supplies	010-4325	1,500.00
P24-00332	CAMFIL USA INC	630	HVAC Materials and Supplies	010-4323	2,500.00
P24-00333	Dunn Edwards	630	Painting Supplies	010-4324	4,000.00
P24-00334	HOME DEPOT PRO-SUPPLY WORKS	630	Plumbing Materials and Supplies	010-4325	3,000.00
P24-00335	Mayan Hardwood Inc	630	Flooring Materials and Supplies	010-4322	5,000.00
P24-00336	PPG ARCHITECT COATINGS, LLC	630	Painting Materials and Supplies	010-4324	6,000.00
P24-00337	SCIENTIFIC PLASTICS CO., INC	630	Plumbing Supplies	010-4325	500.00
P24-00338	Service Lighting & Electrical Supplies Inc / 1000Bulbs.com	630	Electrical Materials and Supplies	010-4321	10,000.00
P24-00339	Superior Sanitary Supplies	630	Plumbing Materials and Supplies	010-4325	2,000.00
P24-00340	United Refrigeration Inc	630	HVAC Materials and Supplies	010-4323	40,000.00
P24-00341	US Air Conditioning Dist	630	HVAC Materials and Supplies	010-4323	10,000.00
P24-00342	Valve Controls Inc	630	HVAC Materials and Supplies	010-4323	1,000.00
P24-00343	Western Drain Supply	630	Plumbing Materials and Supplies	010-4325	500.00
P24-00344	AMERIGAS PROPANE, LP	630	HVAC Materials and Supplies	010-4323	1,000.00
P24-00345	Appliance Parts of Oxnard, LLC	630	HVAC Materials and Supplies	010-4323	10,000.00
P24-00346	Astra Industrial Services In	630	Plumbing Materials and Supplies	010-4325	5,000.00
P24-00347	B And R Tool and Supply Co	630	Plumbing Materials and Supplies	010-4325	500.00
P24-00348	C & E STORAGE PRODUCTS	630	Plumbing Materials and Supplies	010-4325	500.00
P24-00349	Chemsearch	630	Plumbing Materials and Supplies	010-4325	500.00
P24-00350	Coastal Pipco	630	Plumbing Materials and Supplies	010-4325	2,000.00
P24-00351	Desoto Sales Inc	630	Flooring Materials and Supplies	010-4322	1,000.00
P24-00352	Drapery Affair The Floor Store	630	Flooring Materials and Supplies	010-4322	10,000.00
P24-00353	Ferguson Enterprises Inc	630	Plumbing Materials and Supplies	010-4325	40,000.00
P24-00354	FG Wilcox Inc	630	HVAC Materials and Supplies	010-4323	3,000.00
P24-00355	Florence Filter Corporation	630	HVAC Materials and Supplies	010-4323	5,000.00
P24-00356	H And R Roofing	630	Roofing Materials and Supplies	010-4326	2,000.00

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ESCAPE ONLINE

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

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P24-00357	JB WHOLESALE ROOFING & BUILDING SUPPLIES, INC	630	Roofing Materials and Supplies	010-4326	500.00
P24-00358	Johnstone Supply	630	HVAC Materials and Supplies	010-4323	25,000.00
P24-00359	Keenan Supply	630	Plumbing Supplies	010-4325	1,000.00
P24-00360	Lennox Industries Inc	630	HVAC Materials and Supplies	010-4323	15,000.00
P24-00361	Motion Industries Inc	630	HVAC Materials and Supplies	010-4323	2,000.00
P24-00362	Oxnard Pipe & Supply Co	630	Plumbing Materials and Supplies	010-4325	1,000.00
P24-00363	Praxair Distribution Inc	630	HVAC Materials and Supplies	010-4323	3,000.00
P24-00364	Refrigeration Hardware Suppl	630	HVAC Materials and Supplies	010-4323	2,000.00
P24-00365	Spartan Tools	630	Plumbing Materials and Supplies	010-4325	5,000.00
P24-00366	Standard Plumbing Supply DBA Harbor Plumbing	630	Plumbing Materials and Supplies	010-4325	40,000.00
P24-00367	Tremco Incorporated	630	Roofing Materials and Supplies	010-4326	2,000.00
P24-00368	WOLSELEY INVESTMENTS FERGUSON ENTERPRISES	630	HVAC Materials and Supplies	010-4323	3,000.00
P24-00369	Southwest Plastic Binding Co Southwest Binding & Laminating	655	Materials and Supplies	010-4300	800.20
P24-00370	Southwest Plastic Binding Co Southwest Binding & Laminating	655	Materials and Supplies	010-4300	963.67
P24-00371	CCI Office Technologies	655	Materials and Supplies	010-4300	730.88
P24-00372	PANERA BREAD COMPANY PANERA LLC	640	SUPPLIES/SUMMER	130-4700	22,504.96
P24-00373	BC RINCON CONSTRUCTION INC	630	DEF MAINT/SITE IMP (LOP/MCA 2023 PAVEMENT PROJ)	140-6173	320,994.96
P24-00374	Amazon Com	300	MATL/SUP (LCAP 1.34)	010-4300	1,451.78
P24-00375	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	58.05
P24-00376	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	42.72
P24-00377	AJ FISTES CORPORATION	630	DEF MAINT/BLDG (KAM/MW 2023 PAINTING PROJ)	140-6200	254,400.00
P24-00378	Hyatt Regency Sacramento	004	TRAV/CONF	010-5200	2,248.65
P24-00379	Office Depot Bus Ser Div	320	mat/sup LCAP 1.18 ELPAC	010-4300	232.66
P24-00380	Office Depot Bus Ser Div	056	MALT/SUPP-Instructional	010-4300	6,555.00
P24-00381	Office Depot Bus Ser Div	052	MATL/SUPL-Admin	010-4300	6,000.00
P24-00382	Office Depot Bus Ser Div	300	MATL/SUP	010-4300	8,500.00
P24-00383	Office Depot Bus Ser Div	051	MAT/SUPPLIES (Admin)	010-4300	12,000.00
P24-00384	Office Depot Bus Ser Div	046	MATL/SUPPLY-INSTRUCTION	010-4300	6,500.00
P24-00385	Office Depot Bus Ser Div	004	COMP/SUP (IT DEPT)	010-4318	1,000.00
P24-00386	Office Depot Bus Ser Div	004	MATL/SUP (IT DEPT)	010-4300	5,000.00
P24-00387	Office Depot Bus Ser Div	038	MATL/SUPP-instructional	010-4300	4,000.00
P24-00388	CASBO	650	Training - Efrain/Melissa	010-5200	1,550.00
P24-00389	Office Depot Bus Ser Div	003	stores supplies	010-9320	41,020.88
P24-00390	Southwest School & Office Sup	003	stores supplies	010-9320	25,079.48
P24-00391	California Science Center	315	FIELD TRIP LCAP 1.12	010-5800	6,334.00
P24-00392	Printech	057	MAINT-instruction	010-5631	1,270.00
P24-00393	SHRED-IT USA LLC	001	SERV	010-5800	2,500.00

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ESCAPE ONLINE

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

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P24-00394	SHRED-IT USA LLC	057	Serv- Instruction	010-5800	500.00
P24-00395	Witherspoon Ent Inc DBA Port A Stor	630	RENTAL	010-5600	40,000.00
P24-00396	SCHOOL TECH SUPPLY	056	COMP-Equip	010-4418	2,297.16
P24-00397	SEASIDE LAGUNA INN	300	Conf - LCAP 1.19 CSI	010-5200	889.20
P24-00398	UNITED RECORDS MANAGEMENT	001	SERV/ADMIN	010-5800	500.00
P24-00399	UNITED RECORDS MANAGEMENT	059	SERV/INST	010-5800	300.00
P24-00400	ARBORPRO INC	630	SOFTWARE	010-5818	2,250.00
P24-00401	Aswell Trophy And Engraving	630	Professional Services	010-5800	500.00
P24-00402	BLAINE WINDOW HARDWARE INC	630	Window Materials and Supplies	010-4327	4,000.00
P24-00403	Bucknail Power Tool Service	630	Plumbing Repairs	010-5632	500.00
P24-00404	C R Laurence Co Inc	630	Window Materials and Supplies	010-4327	500.00
P24-00405	Cyber Copy Inc	630	Professional Services	010-5800	3,000.00
P24-00406	Del Norte Recycling Center	630	Professional Services	010-5800	1,000.00
P24-00407	eReplacementParts.com, LLC	630	Misc. Materials and Supplies	010-4329	500.00
P24-00408	Foundation Building Matls, LLC	630	Misc. Materials and Supplies	010-4329	5,000.00
P24-00409	Furagganan Lemonnier Group dba . Breakers Stereo & Perf.	630	Professional Services	010-5800	500.00
P24-00410	Harbor Freight Tools	630	Misc Materials and Supplies	010-4329	1,000.00
P24-00411	ICC Dealer Services	630	Professional Services	010-5800	3,000.00
P24-00412	Joe F Alvarez Tri County Rhino	630	Professional Services	010-5800	500.00
P24-00413	John A Lagomarsino IV Lagomarsino Transport	630	Professional Services	010-5800	3,000.00
P24-00414	John Pence Building Specs Inc	630	Repairs	010-5632	500.00
P24-00415	Kason Western Industries	630	Locksmith Materials and Supplies	010-4343	3,500.00
P24-00416	KEITH'S AUTO	630	Vehicle Repair	010-5632	10,000.00
P24-00417	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	630	Professional Services	010-5800	3,000.00
P24-00418	Mel Giffin, Inc.	630	Equipment Repairs	010-5632	5,000.00
P24-00419	Mel Giffin, Inc.	630	Rental	010-5600	5,000.00
P24-00420	Montgomery Hardware Company	630	Locksmith Materials and Supplies	010-4343	5,000.00
P24-00421	Mostafa Gharebaghi 5 Points Sm og	630	Professional Services	010-5800	1,000.00
P24-00422	Pacificom Coast Sound And	630	Audio Visual Materials and Supplies	010-4331	5,000.00
P24-00423	Pride Barco Lock Company	630	Locksmith Materials and Supplies	010-4343	500.00
P24-00424	Shiffler Equipment	630	Misc Materials and Supplies	010-4329	3,000.00
P24-00425	Superior Sanitary Supplies	630	Custodial Repairs	010-5632	20,000.00
P24-00426	Tech-Wall Of Ventura Inc	630	Repairs	010-5632	3,000.00
P24-00427	Tennant Sales And Service Comp	630	Repair	010-5632	1,000.00
P24-00428	Total Clean	630	Professional Services	010-5800	6,000.00
P24-00429	Turf Star	630	Equipment Parts	010-4353	4,000.00
P24-00430	Ventura Bee Rescue LLC	630	Pest Control	010-5500	500.00
P24-00431	VENTURA PEST CONTROL INC	630	Pest Control	010-5500	3,000.00

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ESCAPE ONLINE

Page 15 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00432	Victor Manuel Tenorio 101 Glas s & Mirror	630	Window Repair	010-5632	2,000.00
P24-00433	Vortex Industries, Inc	630	Repairs	010-5632	1,000.00
P24-00434	A-1 TRUCK & EQUIPMENT INC	630	Vehicle Repair	010-5632	500.00
P24-00435	United Rentals (North America)	630	Professional Services	010-5800	1,000.00
P24-00436	Airport Towing	630	Professional Services	010-5800	500.00
P24-00437	AMERICAN AUTOMATIC DOORS, INC	630	Door Repair	010-5632	500.00
P24-00438	American Time And Signal	630	Audio Visual Materials and Supplies	010-4331	5,000.00
P24-00439	ANIXTER INC	630	Locksmith Materials and Supplies	010-4343	20,000.00
P24-00440	AutoZone Stores, LLC	630	Misc Materials and Supplies	010-4329	3,000.00
P24-00441	Big Brand Tire Co	630	Professional Services	010-5800	500.00
P24-00442	BIG RED CRANE COMPANY INC	630	Professional Service	010-5800	1,000.00
P24-00443	Buffums Safe and Lock	630	Locksmith Materials and Supplies	010-4343	2,000.00
P24-00444	C & S RV Inc	630	Professional Services	010-5800	500.00
P24-00445	California Custom Shells	630	Professional Services	010-5800	500.00
P24-00446	California Electric Company	630	Professional Services	010-5800	500.00
P24-00447	Chapins Equip Rentals	630	Rentals	010-5600	500.00
P24-00448	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	630	Roof repair	010-5632	3,000.00
P24-00449	Closet Factory dba Hardy & Son s	630	Misc. Materials and Supplies	010-4329	500.00
P24-00450	County First Fire Protection	630	Professional Service	010-5800	16,000.00
P24-00451	Daniels Tire Service	630	Professional Services	010-5800	7,000.00
P24-00452	Durbiano Fire Equipment Co	630	Professional Services	010-5800	20,000.00
P24-00453	Electric Motor Service	630	Repair of Maintenance Equipment	010-5632	6,000.00
P24-00454	ENVISION FORD LINCOLN OXNARD	630	Vehicle Repairs	010-5632	5,000.00
P24-00455	ENVISION FORD LINCOLN OXNARD	630	Misc Materials and Supplies	010-4329	1,000.00
P24-00456	Ertel Cabinets & Millwork	630	Misc Materials and Supplies	010-4329	500.00
P24-00457	FAMCON PIPE & SUPPLY INC	630	Misc Materials Supplies	010-4329	500.00
P24-00458	George David Pina dba. Seal-Te ch Refrigeration	630	HVAC Repairs	010-5800	2,000.00
P24-00459	GMH INC dba/WEST COAST AIR CON DITIONING	630	HVAC Repairs	010-5632	500.00
P24-00460	Gold Coast Glass Inc	630	Window repair	010-5632	15,000.00
P24-00461	Gorlitz Sewer & Drain, Inc.	630	Equipment Repair	010-5632	3,000.00
P24-00462	Grainger Inc	630	Misc. Materials and Supplies	010-4329	40,000.00
P24-00463	Hagle Lumber	630	Structural Materials and Supplies	010-4328	4,000.00
P24-00464	Home Depot Inc	630	Misc Materials and Supplies	010-4329	40,000.00
P24-00465	J AND A WELDING SERVICES INC	630	Professional Services	010-5800	2,000.00
P24-00466	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	630	Plumbing Repair	010-5800	5,000.00
P24-00467	JOHNSON CONT. FIRE PROTECTION	630	Fire Alarm Repairs	010-5800	5,000.00

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ESCAPE ONLINE

Page 16 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00468	Juan Gonzan DBA Classic Upholstery	630	Repairs	010-5632	2,000.00
P24-00469	JW Enterprises	630	Professional Services	010-5800	500.00
P24-00470	Kimball Midwest	630	Misc Materials and Supplies	010-4329	10,000.00
P24-00471	Kone Inc	630	Elevator Repair	010-5632	3,000.00
P24-00472	Low Voltage Solutions	630	Professional Services	010-5800	500.00
P24-00473	LUIS GUILLEN - OXNARD STEEL OR NAMENTAL & TOOL SUPPLY	630	Misc Materials and Supplies	010-4329	500.00
P24-00474	McMaster Carr Supply Co	630	Locksmith Materials and Supplies	010-4343	20,000.00
P24-00475	Paradise Chevrolet	630	Vehicle Repairs	010-5632	1,000.00
P24-00476	Pyro Comm Systems Inc	630	Repairs	010-5632	6,000.00
P24-00477	Pyro Comm Systems Inc	630	Audio visual Materials and Supplies	010-4331	2,000.00
P24-00478	Quiroz Auto Glass	630	Repairs	010-5632	500.00
P24-00479	SEBOS, INC. ADVANCED SANITATION	630	Professional Services	010-5800	2,000.00
P24-00480	Sports Facilities Group, Inc	630	Repairs	010-5632	1,000.00
P24-00481	TRENCH PLATE RENTAL COMPANY	630	Rental / Lease	010-5600	500.00
P24-00482	VAN BUREN EQUIPMENT INC PACIFIC EQUIPMENT	630	Repairs	010-5632	5,000.00
P24-00483	Ventura Co Overhead Door Co	630	Professional Services	010-5800	500.00
P24-00484	West Coast Arborists, Inc	630	Professional Service	010-5800	10,000.00
P24-00485	White Cap Industries Inc	630	Misc. Materials and Supplies	010-4351	2,000.00
P24-00486	White Cap Industries Inc	630	Misc. Materials and Supplies	010-4329	3,000.00
P24-00487	PANERA BREAD COMPANY PANERA LLC	200	Mat/Supps (Interviews)	010-4300	500.00
P24-00488	SANTA BARBARA ZOO	315	FIELD TRIP LCAP 1.12	010-5800	6,288.00
P24-00489	Spicers Paper Inc	655	Materials and Supplies	010-4300	8,611.69
P24-00490	CONTRACT PAPER GROUP INC	003	Stores Supplies	010-9320	28,448.70
P24-00491	Demco Inc	ERC	Supplies	010-4300	1,094.18
P24-00492	Aswell Trophy And Engraving	042	Materials and Supplies	010-4300	228.86
P24-00493	T and H Compressor Repair Co	620	Equipment/ Instalation	010-4400	3,168.12
				010-5632	1,757.13
P24-00494	Gopher Sport	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	785.89
P24-00495	Urbane Cafe Alex Bello-Mgr	300	MATL/SUP	010-4300	2,000.00
P24-00496	Atkinson,Andelson,Loya Ruud & Romo	200	MATL/SUPP (FRISK Trng)	010-4200	723.20
P24-00497	Coast To Coast Computer Prod	042	Materials and Supplies (Instructional)	010-4300	3,500.00
P24-00498	Printech	042	MATERIALS AND SUPPLIES	010-4300	1,500.00
P24-00499	Lakeshore Learning Materials	040	MATL/SUPP-INSTRUC	010-4300	174.76
P24-00500	LITERACY RESOURCES	066	MATL/SUP-Instructional	010-4300	424.53
P24-00501	Lakeshore Learning Materials	056	MALT/SUPP-Instructional	010-4300	109.21
P24-00502	Urbane Cafe Alex Bello-Mgr	052	MATL/SUPL-Instr	010-4300	697.00
P24-00503	Ashton Awards Inc Aswell Trophy	300	ASWELL TROPHY	010-4300	1,400.00
P24-00504	Bernardo's Flowers Inc	300	MATL	010-4300	1,500.00

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ESCAPE ONLINE

Page 17 of 22

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00505	Earl of Sandwich (USA), LLC	315	SERV LCAP 1.6	010-5800	16,581.65
P24-00506	Maad Graphics	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	2,601.24
P24-00507	APPA, THE ASSOC. OF HIGHER EDU . FACILITIES OFFICERS	630	Membership / Dana Miller	010-5300	600.00
P24-00508	Forbess Consulting Group, Inc FCG Environmental	630	Professional Service / Marshall	010-5800	555.00
P24-00509	International Sanitary Supply Association, Inc.	630	Membership / Dana Miller	010-5300	1,200.00
P24-00510	NATIONAL FIRE PROTECTION ASSOC	630	Membership / Marcos Lopez	010-5300	175.00
P24-00511	Rochester 100, Inc	051	MAT/SUPPLIES (Instructional)	010-4300	635.02
P24-00512	TRI-SIGNAL INTEGRATION, INC.	630	Alarm Repair / Harrington	010-5632	1,660.08
P24-00513	Allcable Inc	004	MATL/SUP (IT DEPT)	010-4300	500.00
P24-00514	EL POLLO NORTENO INC	345	MATL/SUP-LCAP_1.28 Unrestricted	010-4300	500.00
P24-00515	Lakeshore Learning Materials	056	MATL/SUPP-Instructiona	010-4300	1,199.57
P24-00516	G&T UNIFORMS AND APPAREL	038	MATL/SUPP-instructional	010-4300	1,010.56
P24-00517	G&T UNIFORMS AND APPAREL	051	MAT/SUPPLIES	010-4300	1,866.65
P24-00518	SHRM	200	CONF	010-5200	1,599.00
P24-00519	Woodburn Press	066	MATL/SUP-Instructional	010-4300	610.17
P24-00520	Garcia's Landscaping Maintenance Inc.	630	Professional Services	010-5800	5,000.00
P24-00521	ADVANCES WORKPLACE STRATEGIES, INC	620	SERVICES	010-5800	3,000.00
P24-00522	Black Gold Industries	620	SERVICES	010-5800	5,000.00
P24-00523	Garcia Hernandez Sawhney, LL P	600	SERV-legal	010-5899	800,000.00
				214-6160	25,000.00
P24-00524	Arrowhead Drinking Water	300	MATL/SUP	010-4300	4,000.00
P24-00525	Hyatt Regency Long Beach	100	Conference and Travel	010-5200	693.71
P24-00526	Document Tracking Service, LLC	320	Serv - LCAP 1.20 DocTracking Services	010-5800	49,667.00
P24-00527	Southern Calif Edison Co	001	UTIL	010-5520	2,300,000.00
P24-00528	ROMU FOODS, INC. DBA. BG'S CAFE	056	SIP- AUG 2023	010-4300	901.31
P24-00529	JL DOWNTOWN CAFE	300	MATL/SER	010-4300	5,000.00
P24-00530	SMART AND FINAL-C.I. BLVD	300	MATL/SUPP	010-4300	1,000.00
P24-00531	Nothing Bundt Cakes	100	Hospitality	010-4300	546.25
P24-00532	Smart And Final Iris Co	066	MATL/SUP-instructional	010-4300	700.00
P24-00533	Smart And Final Iris Co	066	MATL/SUP-instructional	010-4300	500.00
P24-00534	ANIXTER INC	630	Locksmith Materials and Supplies	010-4343	1,693.38
P24-00535	AMERICAN BUILDING COMFORT SERVICES, INC	630	Professional Services / Facilities	010-5800	5,265.00
P24-00538	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Rental / Kamala Chiller	010-5600	31,500.00
P24-00539	NEWSEM AG, INC. dba. GREENE TREE CARE	630	Professional Services / Frank	010-5800	5,575.00

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ESCAPE ONLINE

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00540	SALINAS & SONS ROOTER SERVICE	630	Plumbing Repair / Sierra Linda	010-5645	658.74
P24-00541	Walmart	051	MAT/SUPPLIES (Instructional)	010-4300	500.00
P24-00542	CITY OF OXNARD FIRE RECOVERY U SA, LLC	630	Professional Services/ Fire Inspections	010-5800	1,265.00
P24-00544	Office Depot Bus Ser Div	345	MTLS/SUPP (LCAP_1.28- LCFF) TOSAS	010-4300	10,000.00
P24-00545	Office Depot Bus Ser Div	345	MTLS/SUPP (LCAP_1.28- LCFF) Dr. Fox	010-4300	5,000.00
P24-00546	Home Depot Inc	004	MAT/SUP (IT DEPT)	010-4300	1,400.00
P24-00547	Grainger Inc	004	MATL/SUP (IT DEPT)	010-4300	596.25
P24-00548	VALLARTA SUPERMARKETS	345	MATL/SUP- LCAP_1.28 (Unrestricted)	010-4300	500.00
P24-00549	SOUTHERN CALIFORNIA PIZZA CO	345	MATL/SUP-LCAP_1.28-Unrestricted	010-4300	600.00
P24-00550	California School Boards Assoc	100	CSBA Equity Training	010-5200	4,000.00
P24-00551	Caldwell Flores Winters, Inc	600	SERVICE/Prgrm Mgmt & Impl Svc.	214-6205	1,200,000.00
P24-00552	Ventura Co Sch Self-Funding	660	SERV/Insurance Premium	010-5400	3,088,582.00
P24-00553	MNS ENGINEERS INC.	630	Professional Services	010-5800	3,000.00
P24-00554	Pacific Northwest Publishing A ncora Publishing	385	MAT/SUP, LCAP_2.04 Admin Books	010-4200	435.36
P24-00555	Caldwell Flores Winters, Inc	600	SERV-FinAdvServ.Agrmt 21-123.Expires 6/30/24.	215-6205	45,000.00
P24-00556	Walmart	385	MATL/SUP LCAP 2.23	010-4300	4,500.00
P24-00557	Hyatt Regency Orange Co	315	FIELDTRIP LCAP_1.06	010-5200	224.13
P24-00558	De Lage Landen Operational Ser	655	LEASE/COPIER	010-5631	6,500.20
P24-00559	Stix Holdings, LLC	640	FOOD/SUMMER	130-4700	9,891.15
P24-00560	Amazon Com	040	MATL/SUPP-INSTRUC	010-4300	1,846.08
P24-00561	Amazon Com	660	MATL/SUPP	010-4300	234.17
P24-00562	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	17,970.85
				010-5818	446,883.87
P24-00563	CN School & Office Sol, Inc Cu lver-Newlin	385	MTLS/SUPPLIES LCAP_2.02	010-4300	468.58
P24-00564	Rochester 100, Inc	053	Materialas/Supplies-Instructional	010-4300	691.65
P24-00565	COOLE SCHOOL	053	Materials/Supplies-Instructional	010-4300	2,033.07
P24-00566	Cengage Learning, Inc	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	4,257.23
P24-00567	JOSTENS INC/ MERIDIAN STUDENT PLANNERS	055	Mattl/Supplies	010-4300	2,007.47
P24-00568	Rochester 100, Inc	055	Mattl/Supplies	010-4300	694.55
P24-00569	GREENWOOD PUB GROUP LLC HEINEM ANN	055	Mattl/Supplies	010-4300	94.50
P24-00570	Pioneer Chemical Co	003	stores supplies	010-9320	2,245.80
P24-00571	Houghton Mifflin Harcourt	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	11,258.21
P24-00572	Learning Without Tears	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	3,136.57

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ESCAPE ONLINE

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00573	Grainger Inc	003	stores supplies	010-9320	1,868.89
P24-00574	Uline	003	stores supplies	010-9320	1,055.10
P24-00575	Perma Bound Books	038	Books-instructional	010-4200	10,700.75
P24-00576	Perma Bound Books	038	BKS/Library-instructional	010-4200	6,990.18
P24-00577	Perma Bound Books	038	BKS/Library-instructional	010-4200	2,877.92
Total Number of POs				667	
				Total	26,417,913.71

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	86	556,555.66
130	CAFETERIA FUND	3	5,238.80
215	BOND FUND MEASURE I 2022	1	45,000.00
350	COUNTY SCHOOL FACILITY FUND	1	50.00
Total Fiscal Year 2023			606,844.46
010	GENERAL FUND	558	23,713,122.18
130	CAFETERIA FUND	14	252,552.11
140	DEFERRED MAINTENANCE FUND	2	575,394.96
214	BOND FUND MEASURE D 2016	2	1,225,000.00
215	BOND FUND MEASURE I 2022	1	45,000.00
Total Fiscal Year 2024			25,811,069.25
Total			26,417,913.71

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ESCAPE ONLINE

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-00110	4,225.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	744.57
P23-00118	19,228.68	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	500.00
P23-00129	3,086.82	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	781.36-
P23-00157	5,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,500.00
P23-00164	2,249.62	010-4323	GENERAL FUND/HVAC SUPPLIES	.38
P23-00165	6,369.02	010-4323	GENERAL FUND/HVAC SUPPLIES	873.43-
P23-00169	12,847.16	010-5632	GENERAL FUND/REPAIRS	469.64-
P23-00177	14,611.15	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P23-00190	22,125.93	010-4323	GENERAL FUND/HVAC SUPPLIES	7,150.00
P23-00192	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	496.03
P23-00230	3,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	232.87
P23-00247	4,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,000.00
P23-00314	2,089.83	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	441.00
P23-00328	12,784.46	010-5632	GENERAL FUND/REPAIRS	5,618.23
P23-00333	8,364.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	380.27
P23-00385	15,992.62	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,420.25
P23-00398	32,335.77	130-4700	CAFETERIA FUND/FOOD	4,000.00
P23-00403	26,667.20	130-4700	CAFETERIA FUND/FOOD	3,000.00
P23-00458	112,000.00	010-5901	GENERAL FUND/POSTAGE	8,000.00-
P23-00563	129,987.55	010-4310	GENERAL FUND/FUEL	3,306.44
		010-4333	GENERAL FUND/FUEL	6,950.60
			Total PO P23-00563	10,257.04
P23-00660	12,770.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	5,326.00
P23-00723	3,600.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	600.00
P23-00852	983.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	218.64
P23-00975	11,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,500.00
P23-01012	2,786.39	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	6.11-
P23-01122	3,844.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	952.09-
		010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	291.18-
			Total PO P23-01122	1,243.27-
P23-01127	1,560,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	360,000.00
P23-01144	495,682.25	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	100,000.00
P23-01251	12,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00
P23-01414	656.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	66.00
P23-01417	573.69	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	31.36-
P23-01570	457.57	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	50.29-
P23-01722	2,104.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P23-01885	699.13	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	85.63-
P23-01887	140,760.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	22,000.00
P23-01920	900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P23-02523	643.88	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	59.54-

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ESCAPE ONLINE

Includes Purchase Orders dated 06/03/2023 - 07/19/2023

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-02530	1,350.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	82.16
P23-02558	346.19	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	18.57-
P23-02663	585.17	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	163.88
P23-02668	1,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P23-02777	2,403.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	222.91
P23-02855	84.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	52.83-
P23-03480	17,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,500.00
P23-03502	15,760.15	130-4700	CAFETERIA FUND/FOOD	302.85-
P23-03951	1,201.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	655.50
P23-04095	56,891.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	16,344.25
P23-04148	57,960.31	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	15,943.00
P23-04310	3,024.64	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	352.66-
P23-04328	710.13	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	256.19-
P23-04359	4,853.16	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,046.76
P23-04499	132.53	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	8.82-
P23-04501	172.18	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	20.06-
P23-04678	250.08	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	158.98
P23-04720	1,489.63	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.70-
		010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	16.62-
			Total PO P23-04720	39.32-
P23-04721	409.23	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	104.23
P23-04745	513.65	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	116.86-
P23-04764	1,127.14	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	930.70-
P23-04807	933.00	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	3.28-
P23-04864	201.66	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	58.96
P23-04957	47,133.50	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	12,117.75
P23-04958	21,065.66	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,146.25
P23-05008	412.82	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	44.78-
P23-05025	2,254.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	749.58-
P23-05026	831.92	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	42.08-
P23-05227	452.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	452.00-
P23-05304	1,787.34	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00
P23-05314	1,697.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	697.56
			Total PO Changes	575,402.26

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ESCAPE ONLINE

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 02, 2023

Agenda Section: Section C: Consent Agenda

Approval of Destruction of Records (Mitchell/Franz)

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

FISCAL IMPACT:

None

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Destruction of Records - August 2023 \(1 Page\)](#)

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

DESCRIPTION	YEAR(S)	SCHOOL/DEPARTMENT	RECORD CLASS
Volunteer Application Packets: <ul style="list-style-type: none"> • Parent • Student Observer • Student Teacher • Internship 	2009-2022	Certificated Human Resources	3
Recruitment Files	2009-2019	Certificated Human Resources	3
Recruitment Files	2014-2019	Classified Human Resources	3

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 02, 2023

Agenda Section: Section C: Consent Agenda

Approval of Notice of Completion, Roofing Project 2022, Bid #21-02 (Mitchell/Miller)

The contractor, Channel Islands Roofing, Inc., has completed the work of Bid #21-02 to perform the work for Roofing Project 2022, as of January 3, 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 #21-02, Roofing Project 2022, with Channel Islands Roofing, Inc.

ADDITIONAL MATERIALS:

Attached: [Notice of Completion \(2 Pages\)](#)

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: Fremont Academy, 1130 North M St., Oxnard, CA 93030
- Ritchen School, 2200 Cabrillo Way, Oxnard, CA 93030
- Soria School, 3101 Dunkirk Drive, Oxnard, CA 93035
- Brekke School, 1400 Martin Luther King Jr. Dr., Oxnard, CA 93030
- Driffill School, 910 South E Street, Oxnard, CA 93030
- Kamala School, 634 West Kamala Street, Oxnard, CA 93033
- Chavez School, 301 N. Marquita St., Oxnard, CA 93030
- Curren School, 1101 North F Street, Oxnard, CA 93030
- San Miguel School, 2400 South J St., Oxnard, CA 93033
- Marina West School, 2501 Carob St., Oxnard, CA 93035
- Ramona School, 804 Cooper Road, Oxnard, CA 93030
- McAuliffe School, 3300 W. Via Marina Ave., Oxnard, CA 93035
- Sierra Linda School, 2201 Jasmine St., Oxnard, CA 93036
- Harrington School, 451 E. Olive St., Oxnard, CA 93033
- McKinna School, 1600 South N St., Oxnard, CA 93033
- Marshall School, 2900 Thurgood Marshall Dr., Oxnard, CA 93036

for Bid #21-02 and Agreement #21-205, Roofing Project 2022:

That on or about the 1st day of June 2022, the said Oxnard School District of Ventura County entered into a contract with Channel Islands Roofing, 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 3rd day of January 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 _____, 2023, 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: Dr. Natalia Torres

Date of Meeting: August 02, 2023

Agenda Section: Section C: Consent Agenda

Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, Fourth 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 2022-23 Quarterly Report on Williams Uniform Complaints, fourth quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Williams UCP Quarterly Report 2022-23_4thqtr \(one page\)](#)

Quarterly Report on Williams Uniform Complaints
 [Education Code Section 35186]
 Fiscal Year 2022-23

District: _____

Person completing this form: _____

Title: _____

- Quarterly Report Submission Date: October 31, 2022 (7/1/22 to 9/30/22)
 (check one) January 31, 2023 (10/1/22 to 12/31/22)
 April 28, 2023 (1/1/23 to 3/31/23)
 July 31, 2023 (4/1/23 to 6/30/23)

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
Totals			

 Name of District Interim Superintendent

 Signature of Interim District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 02, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: New hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations and leaves of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Actions 08.02.23 \(2 pgs\).pdf](#)
[Classified Personnel Actions 08.02.23 \(3 pgs\).pdf](#)

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Aguilar, Bianca	Teacher, Special Education	2023/2024 School Year
Aminian, Keyon	Teacher, Special Education	2023/2024 School Year
Gonzalez, Crista	Teacher, Special Education	2023/2024 School Year
Gonzalez, Kiara	Psychologist	2023/2024 School Year
Harrison, Ellen	Teacher, Special Education	2023/2024 School Year
Hernandez, Guadalupe	Teacher, Special Education	2023/2024 School Year
Istrin, Julie	Teacher, PE	2023/2024 School Year
Pool, James	Teacher, PE	2023/2024 School Year
Ramirez, Rosemary	Teacher, Special Education	2023/2024 School Year
Raptodimos, Nektaria	Teacher, Special Education	2023/2024 School Year

Costales Danao, Christalana	Substitute Teacher	2023/2024 School Year
Espinoza, Brenda	Substitute Teacher	2023/2024 School Year
Gonzalez, Carlos	Substitute Teacher	2023/2024 School Year
Posen, Socorro	Substitute Teacher	2023/2024 School Year
Shorts, Jocelyn	Substitute Teacher	2023/2024 School Year

Resignation

Almanza, Gracie	Psychologist	06/23/2023
Burgos, Alexandra	Teacher, Special Education	06/16/2023
Cornish, Laura	SLP	06/16/2023
Duran, Andres	Principal	06/30/2023
Fernandez Samano, Monica	Teacher, Multiple Subject	06/16/2023
Heilmann, Avigail	Teacher, Multiple Subject	06/16/2023
Josker, Melissa	Assistant Principal	06/30/2023
Loveall, Christina	Teacher, Multiple Subject	06/16/2023
Murray, Jonathan	Assistant Principal	06/30/2023
Ochoa, Julia	Teacher, DHH	06/16/2023
Ouimet, Ashley	Teacher, PE	06/16/2023
Ramirez, Kimberlee	School Counselor	06/30/2023
Romero, Alma	Assistant Principal	06/30/2023
Roth, Karen	Teacher, Multiple Subject	06/16/2023
Sebastian, Minu	Teacher, Special Education	06/16/2023
Valencia, Valerie	Teacher, Special Education	06/16/2023
Walker, Erica	Teacher, Multiple Subject	06/16/2023

Retirement

Gambhir, Renu	Teacher, Special Education	06/16/2023
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CLASSIFIED PERSONNEL ACTIONS

New Hires

Accardi, Brian J.	Technology Services Technician, Position #9938 Information Technology 8.0 hrs./221 days	08/02/2023
Borjas, Sonya	After School Program Site Coordinator, Position #11714 Enrichment & Special Programs 8.0 hrs./246 days	07/10/2023
Ceja, Daniel	Paraeducator-General Education, Position #10660 Curren 8.0 hrs./183 days	08/15/2023
Delgado Galindo, Jorge A.	After School Program Site Coordinator, Position #11705 Enrichment & Special Programs 8.0 hrs./246 days	08/01/2023
Duran Jr., Arnulfo	After School Program Site Coordinator, Position #11711 Enrichment & Special Programs 8.0 hrs./246 days	08/01/2023
Mendoza, Brianna L.	Speech Language & Pathology Assistant, Position #8166 Special Education 8.0 hrs./183 days	08/15/2023
Pacheco Mendez, Miriam	Campus Assistant, Position #11441 Driffill 5.75 hrs./180 days	08/16/2023
Perez, Blanca	Office Assistant II, Position #10621 Lopez 8.0 hrs./202 days	08/02/2023
Perez, Elizabeth	After School Program Site Coordinator, Position #11707 Enrichment & Special Programs 8.0 hrs./246 days	08/01/2023
Preciado, Sheryl	After School Program Site Coordinator, Position #11708 Enrichment & Special Programs 8.0 hrs./246 days	07/17/2023
Segura, Mercedes	After School Program Site Coordinator, Position #11712 Enrichment & Special Programs 8.0 hrs./246 days	07/06/2023
Zavala, Ana G.	Attendance Accounting Technician, Position #2390 Soria 8.0 hrs./209 days	08/01/2023

Limited Term/Substitutes

Cardenas, Miranda	Clerical (substitute)	07/07/2023
Espinosa, Elaine	Clerical (substitute)	07/07/2023
Garcia, Alexis	Paraeducator (substitute)	07/17/2023
Garcia, Rozina	Child Nutrition Worker (substitute)	06/23/2023
Hill, Jailynn	Clerical (substitute)	06/07/2023
Koch, Thomas	Clerical (substitute)	07/13/2023
Lopez, Samantha	Clerical (substitute)	07/07/2023
Lopez-Arreola, Jorge	Clerical(substitute)	06/06/2023
Melendez, Nellie	Clerical (substitute)	06/28/2023
Munoz, Julianna	Campus Assistant (substitute)	06/05/2023
Ochoa Torres, Connie	Paraeducator (substitute)	07/11/2023
Ponce, Victoria	Clerical (substitute)	07/11/2023
Quezada, Carolina	Paraeducator (substitute)	06/27/2023
Sment, Michelle	Paraeducator (substitute)	07/13/2023
Tejeda, Maria	Campus Assistant (substitute)	06/14/2023
Zamarripa, Jovana	Paraeducator (substitute)	07/10/2023

Promotions

Almanza, Agustin	After School Program Site Coordinator, Position #11709 Enrichment & Special Programs 8.0 hrs./246 days Paraeducator-General Education, Position #10667 Curren 8.0 hrs./183 days	06/23/2023
Tello, Gabriel	Grounds Maintenance Worker I, Position #965 Grounds 8.0 hrs./246 days Custodian, Position #304 Harrington 8.0 hrs./246 days	06/06/2023

Administrative Transfers

Aguilera, Naomi	School Office Manager, Position #2134 Kamala 8.0 hrs./215 days School Office Manager, Position #2389 Soria 8.0 hrs./215 days	08/01/2023
Martinez, Susana	School Office Manager, Position #2389 Soria 8.0 hrs./215 days School Office Manager, Position #2134 Kamala 8.0 hrs./215 days	08/01/2023

Transfers

Barajas, Roberto C.	Lead Custodian, Position #868 McKinna 8.0 hrs./246 days Lead Custodian, Position #952 Lemonwood 8.0 hrs./246 days	07/02/2023
Centeno, Victor	Shipping Receiving Clerk/Delivery Driver, Position #7913 Warehouse 8.0 hrs./245 days Shipping Receiving Clerk/Delivery Driver, Position #7913 Warehouse 8.0 hrs./214 days	07/24/2023
Delgado Morales, Raul J.	Custodian, Position #658 Marina West 8.0 hrs./246 days Custodian, Position #10470 Custodial Services 8.0 hrs./246 days	07/10/2023
De Santiago, Christopher J.	Lead Custodian, Position #952 Lemonwood 8.0 hrs./246 days Lead Custodian, Position #549 Curren 8.0 hrs./246 days	07/19/2023
Romero Morales, Alejandro	Lead Custodian, Position #351 Elm 8.0 hrs./246 days Lead Custodian, Position #868 McKinna 8.0 hrs./246 days	07/01/2023
Wagner, Sharon A.	Custodian, Position #304 Harrington 8.0 hrs./246 days Custodian, Position #658 Marina West 8.0 hrs./246 days	06/20/2023

Release from Probation

11945	Custodian, Position #10466 Custodial Services 8.0 hrs./246 days	07/19/2023
12031	HVAC Technician, Position #2628 Maintenance 8.0 hrs./246 days	06/09/2023

Resignations

Agustin, Jaime M.	Campus Assistant, Position #7269 Lemonwood 5.0 hrs./180 days	06/16/2023
Cachu, Eduardo	Plumber, Position #1978 Maintenance 8.0 hrs./246 days	06/23/2023
Centeno Almaguer, Emily	Campus Assistant, Position #6346 Brekke 4.0 hrs./183 days	06/16/2023
De La Cruz, Julia M.	Campus Assistant, Position #3088 Kamala 4.5 hrs./180 days	06/09/2023
Faulk, Jessica E.	Paraeducator-General Education, Position #11305 Lemonwood 6.0 hrs./183 days	06/16/2023
Lee, Alisha L.	Paraeducator III, Position #9274 San Miguel 5.75 hrs./183 days	07/19/2023
Lopez, Itzel	Speech Language Pathology Assistant, Position #9710 Special Education 8.0 hrs./183 days	07/31/2023
Martinez, Sebastian	Grounds Maintenance Worker I, Position #10405 Facilities 8.0 hrs./246 days	07/21/2023
Ramirez, Rosemary R.	Paraeducator-Special Education, Position #2256 Lopez 5.75 hrs./183 days	07/18/2023
Razo, Estrella R.	Child Nutrition Worker, Position #389 Child Nutrition Services 4.0 hrs./185 days	06/07/2023

Retirement

Buenrostro, Ricardo	Child Nutrition Worker, Position #7278 Curren 5.0 hrs./185 days	06/16/2023
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 02, 2023

Agenda Section: Section C: Consent Agenda

Establishment of Positions (Torres/Fuentes)

Establish

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11742 to be established in the Special Education Department. This position will be established to provide one to one support per Student IEP.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11747 to be established in the Special Education Department. This position will be established to provide one to one support per Student IEP.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11744 to be established in the Special Education Department. This position will be established to provide support for the Behavior and SCES programs.

An eight-hour 246-day Payroll Technician position number 11731 to be established in the Budget & Finance Department. This position will be established to provide support for the Department.

An eight-hour 246-day School Occupational Therapist position number 11746 to be established in the Special Education Department. This position will be established to provide support for the Department.

Increase in Hours

A five-hour and twenty-five minute 180-day Campus Assistant position number 2958 to be increased to five hours and thirty minutes at Brekke School. This position will be increased to provide support for the TK and K programs.

A five-hour 180-day Campus Assistant position number 2961 to be increased to five hours and thirty minutes at Brekke School. This position will be increased to provide support for the TK and K programs.

Decrease in Hours

A five-hour and 30-minute 184-day Child Nutrition Worker position number 202 to be decreased to five hours at Child Nutrition Services. This position will be decreased due to support no longer needed.

FISCAL IMPACT:

Cost for 3 Paraeducators-Special Education: \$ 97,614.81 Special Education funds.

Cost for 1 Payroll Technician: \$88,314.65 ELOP funds.

Cost for 1 School Occupational Therapist: \$128,746.53 Special Education funds.

Cost for 2 Campus Assistants: \$3,527 LCFF funds.

Savings for 1 Child Nutrition Worker: \$2,528 of CNS School Program funds.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 02, 2023

Agenda Section: Section C: Consent Agenda

Classified Employees' Appointee to the Personnel Commission (Torres/Fuentes)

Pursuant to Education Code 45248 and Personnel Commission Rule 20.100.1, appointment to vacancies on the Personnel Commission shall be made by the original appointing authority either for a new full term or to fill an unexpired term. The Commission position appointed by the Classified Employees became vacant on June 16, 2023. Pursuant to the Education Code and Personnel Commission rules, the Classified Employees hereby submit the name of Denis O'Leary to be appointed to the Personnel Commission after 30 days.

This information item to provide the name of the candidate shall be followed by an action item to appoint the candidate at the September 6, 2023, Board meeting and then followed by a meeting of the Personnel Commission on September 14, 2023.

FISCAL IMPACT:

None

RECOMMENDATION:

None - information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 02, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-13 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Mitchell/Lugotoff)

Oxnard School District is entering into an agreement with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying daily breakfast, lunch and snacks to the students in the CAPSLO preschool program at Harrington School during the 2023-24 school year. The term of Agreement #23-13 is August 2, 2023 to June 30, 2024.

FISCAL IMPACT:

None. CAPSLO will reimburse the District for the cost of the meals and snacks provided.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #23-13 with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2023-24 school year.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-13 \(11 pages\)](#)

OSD AGREEMENT #23-13

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This AGREEMENT is entered into on this 2nd of August, by and between Community Action Partnership of San Luis Obispo County, Inc. (CAPSLO) , hereinafter referred to as “Agency”, and the Oxnard School District, hereinafter referred to as the “Vendor”.

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

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

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

Therefore, both parties here to agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals on the School District’s scheduled days of service, inclusive of necessary utensils and napkins for the CAPSLO preschool program located at Harrington Schools in Oxnard, CA in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast	<u>\$2.21 each</u>	Lunch	<u>\$4.03 each</u>
Supplement/Snack	<u>\$1.18 each</u>	Supper	N/A

*prices are subject to change up to the maximum amount of the published reimbursement rates as established by the California Department of Education for 2023-24.

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children (attached) which is excerpted from the regulation 7 CFR Part 226.20.
3. Provide CN Labels for eligible products and/or official grain crediting letters that verify meal components and whole grain rich contributions in compliance with CACFP meal pattern for children aged 3-5.
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the terms of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food items as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
6. Maintain, on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pick-up time.
8. Provide a copy of the menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).
9. Shall provide the Agency with sack breakfast, lunch, and/or snack which meets the National Lunch Program meal requirements for field trips when requested by the Agency at least 15 working days in advance. The cost per meal will remain the same as the (CACFP) reimbursement rate.
10. CAPSLO shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to CAPSLO locations on non-student days at an additional cost of \$150.00 per day, with the exception of district holidays. A 14 day advanced notice will be required to request meal service. Please refer to the school year calendar (Exhibit "A").
11. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for the meals that are not ready within one (1) hour of the agreed upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
12. Operate in accordance with current CACFP requirements.
13. Retain all required records for a period of five (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S General Accounting Office for Audit or administrative review at a reasonable time and place.

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

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at the pick-up site, at the specific time on each specified pick-up day to receive, inspect and sign for the requested number of meals and snacks. This individual will verify the temperature, quality and quantity of each meal and snack. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, clean and sanitize the serving and eating areas, and assemble transport carts and auxiliary items for pick-up/delivery and return to Harrington Kitchen daily.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a copy of Title 7 CFP Part 226; the CACFP Meal Pattern for Older Children (includes children aged 3-5); the CNFDD Simplified Food Buying Guide, and all the other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food services requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor with 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This agreement will take effect commencing August 2, 2023 and shall be for the period of one calendar year and shall continue through June 30, 2024. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHERE OF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Service Provider Official Signature

Lisa A. Franz, Purchasing Director

Service Provider Official Name (Please print)

Agency Official Signature

Agency Official Name (Please print)

BREAKFAST (SELECT ALL THREE COMPONENTS)¹	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18²
MILK, FL ³	½ CUP (4 oz)	¾ CUP (6 oz)	1 CUP (8 oz)	1 CUP (8 oz)
VEGETABLE, FRUIT, OR BOTH ⁴	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS ^{5, 6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ½ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ½ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP
LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)¹				
MILK, FL ³	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES ⁴	⅛ CUP	¼ CUP	½ CUP	½ CUP
FRUITS ^{4, 10}	⅛ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS ¹³ OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ¹⁴	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ EGG ¾ CUP 3 TBSP ¾ OZ ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ

**SCHEDULE B—NSD 2050B
CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

SNACKS (SELECT TWO OF THESE FIVE COMPONENTS)¹⁵	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18²
MILK, FL ³	½ CUP (4 oz)	½ CUP (4 oz)	1 CUP (8 oz)	1 CUP (8 oz)
VEGETABLES ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅙ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅙ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ^{14, 16} OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅙ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅙ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ

- ¹ Offer versus serve is an option for at-risk afterschool participants only.
- ² Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.
- ³ Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.
- ⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁵ M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.
- ⁶ At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.
- ⁷ Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.
- ⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
- ⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is $\frac{1}{4}$ cup for children ages 1–2; $\frac{1}{3}$ cup for children ages 3–5; and $\frac{3}{4}$ cup for children ages 6–18.
- ¹⁰ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
- ¹¹ Alternate protein products must meet the requirements in Appendix A per 7 *CFR*, Section 226.20.
- ¹² Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.
- ¹³ No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.
- ¹⁴ Yogurt must contain no more than 23 g of total sugars per 6 oz.
- ¹⁵ Juice cannot be served when milk is served as the only other component.
- ¹⁶ Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

Offer versus Serve

Adult Day Care Centers may use the offer versus serve (OVS) option for breakfast, lunch, and supper. The OVS option allows participants to refuse some of the food items required while still allowing those meals to be claimed for reimbursement. Under OVS each adult care center shall offer its adult participants all of the required food components as set forth in the requirements for meals (7 CFR 226.20). However, at the discretion of the adult day care center, adult participants may be permitted to decline the following:

- Breakfast: Participants may decline one serving of the four food items (one serving of milk, one serving of vegetable and/or fruit, or two servings of bread or bread alternate)
- Lunch: Participants may decline two servings of the six food items (one serving of milk, two servings of vegetable and/or fruit, two servings of bread or bread alternate, or one serving of meat or meat alternate)
- Supper: Participants may decline two servings of the five food items (two servings of vegetables and/or fruit, two servings of bread or bread alternate, or one serving of meat or meat alternate)

The price of a reimbursable meal shall not be affected if an adult participant declines a food item.

CERTIFICATION

Are meals provided using the Offer vs. Serve option? Yes No

If yes, which meals () Breakfast () Lunch () Supper

If yes, which meals? _____

If yes, what date will you begin the Offer vs. Serve option? _____

I certify that the agency will comply with all meal and component requirements set forth in the federal regulations, 7 CFR Part 226 and outlined above. I understand that any meal served that does not meet these requirements may not be claimed for reimbursement under the Child and Adult Care Food Program.

Signature of Authorized Representative

Date

NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), age, disability, and reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: 202-690-7442
- (3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Note: The protected classes for the Child and Adult Care Food Program are race, color, national origin, age, sex, and disability.

Oxnard School District 2023-2024 School Calendar

July 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July						
4	Independence Day Holiday					

August 2023						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
10-11	Staff Development Days (No students)					
14	Teacher Prep Day (No students)					
15	Site Staff Development Day (No students)					
16	First Day of School					

September 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September						
4	Labor Day Holiday					

October 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October						
9-10	Staff Development Day (No students)					

November 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November						
10	Veterans Day Holiday					
14-17	Conference Days (Minimum Days for students)					
20-24	Thanksgiving Holiday					

December 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
15	Minimum Day for teachers and students					
18-29	Winter Break					

January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January						
1	New Year's Day					
2-5	Winter Break					
15	Martin Luther King Jr. Holiday					

February 2024						
Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

February						
1-2	Conference Days (Minimum Days for students)					
16	President's Day Holiday					
19	President's Day Holiday					

March 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March						
25-29	Spring Break					

April 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April						
1-5	Spring Break					

May 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May						
27	Memorial Day Holiday					

June 2024						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June						
14	Last Day of School (Min. Day for teachers & students)					
19	Juneteenth					

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-71 – 3E Consulting Group, LLC (DeGenna/Fox)

Daryton Ramsey of 3E Consulting Group, LLC will design and deliver customized professional learning sessions focused on collaborative culture, high-performance collaboration team practices, and the effective use of collaboration time, on August 10 & 11, 2023, for Certificated and Administrative staff.

FISCAL IMPACT:

Not to exceed \$14,500.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Interim Superintendent, and the Executive Director, Teaching & Learning, that the Board of Trustees approve Agreement #23-71 with 3E Consulting Group, LLC.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #23-71, 3E Consulting, LLC \(4 Pages\)](#)
- [Proposal \(2 Pages\)](#)
- [Certificate of Insurance \(4 Pages\)](#)



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

	<i>Daryton Ramsey</i>	
Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Execute. Equity. Excellence.

Project Client

Oxnard School District

Project Description

This proposal sets forth the intent to design and deliver customized professional learning sessions with a focus on collaborative culture, high performing collaboration team practices and the effective use of collaboration time.

Project Outcomes

Teachers will know and be able to...

- Define a collaborative team
- Describe and apply high quality collaboration practices (*e.g. set SMARTER goals, 4 PLC critical questions, effective advocacy/inquiry, norms, critical team considerations*)
- Utilize protocols to structure, support and build collective capacity for meaningful collaboration
- Self assess current collaboration mindsets, collaboration team practices and decide on the next level of collaboration work

Project Activities and Deliverables

Project Activity	Deliverable
<ul style="list-style-type: none"> ● Professional Learning Session 	<ul style="list-style-type: none"> ● Agenda ● Slide Deck ● Resources and supports

Proposed Project Schedule

- Project will be conducted approximately AUG 10-11, 2023

Investment and Payment Terms

Activity	Investment
<ul style="list-style-type: none"> ● 2 Professional Learning Sessions 	<ul style="list-style-type: none"> ● \$12K
<ul style="list-style-type: none"> ● Travel (<i>flight, food, housing, car rental etc.</i>) 	<ul style="list-style-type: none"> ● \$2500
Total Investment	\$ 14, 500





Execute. Equity. Excellence.

Payment Terms con't

Professional Learning Sessions:

- PL session will be scheduled as a part of planning consultation session
- Sessions to be scheduled and invoiced as per schedule
 - Sessions scheduled but not completed will be invoiced at total session investment
 - Sessions must be canceled/rescheduled with 72 hour notice

3E Consulting Group, LLC

By (Signature): Daryton Ramsey

Name (print): Daryton Ramsey

Title: Chief Learning Officer

Date: June 5, 2023

By (Signature) _____

Name (print): _____

Title: _____

Date: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: _____
	PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): _____
	E-MAIL ADDRESS: contact@hiscox.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hiscox Insurance Company Inc NAIC # 10200
INSURED Daryton Ramsey 4600 Andrews Hwy Apt D201 MIDLAND, TX 79703	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	P100.538.026.2	09/15/2022	09/15/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oxnard School District are named as additional insured on policy, subject to policy terms and conditions.

CERTIFICATE HOLDER Oxnard School District 1051 S A St Oxnard, California 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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Hiscox Insurance Company Inc.



Endorsement 5

NAMED INSURED: Daryton Ramsey

Additional Insured

Page 1 of 1

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph V., "You' or 'Your'," is amended to include the following at the end thereof:

You or **Your** shall also include the below listed "**ADDITIONAL INSURED(S)**," but only for the **Wrongful Acts** of those contemplated in paragraphs 1., 2. or 3. of the definition of "You' or 'Your' ":

ADDITIONAL INSURED(S)

Oxnard School District

All other terms and conditions remain unchanged.

Endorsement effective: July 20, 2023
Endorsement No: 5

Policy No.: P100.538.026.2

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

By: Kevin Kerridge
(Appointed Representative)

DPL E5000 CW (12/11)

For **Roadside Assistance**: 800-531-8555

Report a claim, get coverage and deductible information, request a tow from the accident scene, schedule an appraisal or reserve a rental car using:

- usaa.com,
- USAA's Mobile App, or
- By calling **210-531-USAA (8722)**, our mobile phone shortcut number #8722 or 800-531-USAA.

Automobile Insurance Identification Card

This identification card is evidence of liability insurance for your vehicle. The card is valid only as long as liability insurance remains in force.

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident or upon a law enforcement officer's request.

Keep a copy of the ID card in your vehicle at all times.

For your convenience, additional copies are available on usaa.com.

FTX1 Rev. 6-13

50817-0513_01

07/20/23

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured

DARYTON A RAMSEY
ANGELICA M RAMSEY
2920 N HOUSTON ST
FORT WORTH TX 76106-5842

DARYTON A RAMSEY
ANGELICA M RAMSEY

Insurance Company
UNITED SERVICES AUTOMOBILE ASSN

Policy Number	Effective Date	Expiration Date
01743 71 72U 7103 4	03/06/23	09/06/23

Vehicle Make/Model/Vehicle Identification Number	Year
INFINITI M37 JN1BY1AP4CM331280	2012

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

b a c k

Texas Liability Insurance Card Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

Additional copies available at usaa.com.

CONTACT US: 210-531-USAA(8722)
OR 800-531-USAA



Oxnard School District
 Certification of Exemption from Workers' Compensation Insurance

Daryton A. Ramsey

Provider Name

2920 N. Houston St.

Street Address

915.526.6437

Business Telephone

Professional Learning Services

Services Provided

88-3116758

Business License Number

Fort Worth, TX 76106

City, State, Zip Code

daramse@gmail.com

Business E-mail Address

07/20/2023

Agreement/Contract Date

I certify that I am an independent contractor as defined in California *Labor Code* section 3353 and subject to the requirements of California *Labor Code* section 2776.

I certify that I am exempt from maintaining workers' compensation coverage. I further certify that I do not and will not employ, during the performance of work or service described in the Agreement/Contract referenced above, any person, described in California *Labor Code* sections 3351, 3351.5 and 2775 et seq., in any manner so as to become subject to the workers' compensation laws of the State of California.

I also certify that if in the future I should employ persons to perform work pursuant to this Agreement, in a manner that causes me to be subject of the workers' compensation laws of the State of California, I shall immediately obtain workers' compensation insurance coverage and provide the Local Educational Agency with a certificate of insurance as evidence that I am in compliance with such laws.

Should any court of law, administrative agency or department thereof, or state board find any subcontractors that I hire to be employees, I agree to defend, indemnify, and hold harmless the Local Educational Agency, its governing board, officers, employees, agents, successors, or assigns from any and all claims, demands, monetary or other losses, and expenses whatsoever, including reasonable legal fees and costs, arising from the findings of the court of law, administrative agency or department thereof, or state board.

This Certification of Exemption from Workers' Compensation Insurance shall survive termination of the referenced Agreement, for any reason whatsoever, and binds Provider's legal representatives, successors, and assigns.

I attest that the information provided on this Certification of Exemption from Workers' Compensation Insurance is true and accurate.

Daryton Ramsey

Provider signature

07/20/2023

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 02, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-72 with Rincon Consultants, Inc. for Phase II Environmental Assessment Services for the new ECDC Facilities at Driffill School (Mitchell/Miller/CFW)

The Board of Trustees approved the Enhanced Master Construct Program (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.

As part of the Program, the District applied for State grant funds to construct new classrooms at Driffill school to establish an ECDC facility. 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 the proposed project and established an overall project budget of approximately \$10 million with the balance of the funds provided by the District's available capital funds. The District has since completed the necessary design work associated with the project and submitted construction documents to the Division of State Architect (DSA) for review and approval. With DSA approval pending and the anticipated commencement of construction, the District directed CFW to proceed with the procurement of professional consultants for the construction phase of the project.

Pursuant to District direction, and as required by the grant, CFW obtained a Phase I Environmental Site Assessment from Rincon Consultants, Inc. The results of the Phase I Assessment were reported to the Department of Toxic Substances Control (DTSC) as required by statute. DTSC reviewed the Phase I Report and determined that there is sufficient cause to require a Phase II Environmental Assessment to be done. Rincon Consultants, Inc. has provided a proposal to provide this Phase II Assessment.

The attached Agreement for Consultant Services and the Proposal describes the scope of services requested from Rincon Consultant, Inc. and calls for the performance of a Phase II Environmental Site Assessment to ensure that the school site does not contain any unacceptable substances and if found, the proper procedures are put in place to mitigate the findings. The Proposal and the subsequent scope of services it provides will enable the District to align the project with the goals set forth within Enhanced Master Construct Program.

FISCAL IMPACT:

The Phase II Environmental Site Assessment Services will be completed for a lump sum fixed fee not to exceed: Ten Thousand One Hundred Dollars and No Cents (\$10,100.00) with the contract to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with CFW, that the 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 Drifill.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-72, Rincon Consultants, Inc. \(19 Pages\)](#)
[Proposal \(7 Pages\)](#)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
PHASE II ENVIRONMENTAL SITE ASSESSMENT SERVICES TO BE PROVIDED FOR
DRIFFILL ELEMENTARY SCHOOL ECDC TRANSITIONAL
KINDERGARTEN CONSTRUCTION PROJECT**

This Agreement for Consultant Services (“Agreement”) is entered into as of this **2nd** day of **August 2023**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **RINCON CONSULTANTS, INC.** (“Consultant”), with a business address located at 180 North Ashwood Avenue, Ventura, CA 93003. 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 August 3, 2023 through August 31, 2024 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Driffill Elementary School ECDC New Transitional Kindergarten Facilities Project, 910 South E Street, Oxnard, CA 93030** (“Project”), as described in the **Rincon Consultants, Inc. proposal dated July 17, 2023**.

- 4. 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 schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is March 30, 2024. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 5. 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 is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
- 6. 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 within 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 use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice.
- 7. Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the 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 is an experienced consultant in the discipline(s) identified in **Exhibit “D,”** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, 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; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; 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 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.

8. Responsibilities of District.

- a) District will prepare and furnish to Consultant upon Consultant’s request, 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) If requested by Consultant, 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.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

9. Suspension. 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 and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

10. 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 thirty (30) 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 forty-five (45) calendar days after Consultant's written notice to District.

11. 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 such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.

12. 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.

13. Default.

- a) Failure of Consultant to perform any Services or comply with any 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 satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. 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, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; 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 damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

14. 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.

15. 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.

16. 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. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
- b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant’s address indicated for receipt of notices in this Agreement.
- c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

17. 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.

18. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary 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 faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, 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").

19. 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.
- b) District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

20. 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)

21. Compliance with Applicable Laws. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a) Without limiting the generality of the foregoing, Consultant, 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.

22. 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.

23. 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.

24. 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

25. 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.

- 26. Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the 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 required licenses or certifications.
- 27. 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.
- 28. 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.
- 29. Indemnification.**
- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- 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)

30. 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.”**

31. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Anabolena DeGenna, Interim Superintendent
Re: Drifill ECDC Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041
Attention: Michael Brewer
Telephone: (626) 829-8323
Email: mbrewer@cfwinc.com

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Lisa Bestard
Telephone (760) 918-9444
Email: lbestard@rinconconsultants.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.

32. 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 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.*

- 33. 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.
- 34. 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 and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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).
- 39. 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:

RINCON CONSULTANTS, 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 = \$10,100.00

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 satisfactorily completed, 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 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.

c. Records for all travel pre-approved by District and properly charged to the Services.

d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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 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. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. 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, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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 Rincon Consultants, Inc Attached Proposal, dated July 17, 2023

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #23-72

CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)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 2030 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 of Purchasing



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455

info@rinconconsultants.com
www.rinconconsultants.com

July 17, 2023

Project No: 23-14168

Jun Tanaka, Project Manager, Director of Design
Flewelling & Moody
815 Colorado Boulevard, Suite 200
Los Angeles, California, 90041
Via email: jtanaka@flewelling-moody.com

**Subject: Proposal for Phase II Environmental Site Assessment
Driffill Elementary School, 910 South E Street, Oxnard, California, 93030**

Dear Mr. Tanaka:

Pursuant to your request, Rincon Consultants, Inc. (Rincon) has prepared this proposal to conduct a Phase II Environmental Site Assessment (ESA) for a portion of the property at Driffill Elementary School located at 910 South E Street in the City of Oxnard, California (site).

Rincon performed an initial Phase I ESA comprised of limited soil assessment and sampling at the site, which identified the concentration of lead in soil exceeding the Department of Toxic Substances Control's (DTSC) screening level¹ for residential land use, as well as the California hazardous waste threshold. The purpose of the proposed scope of work is to achieve vertical and horizontal delineation of the lead impacted soil identified at B4² such that a remedial action plan can be developed prior to project construction.

Scope of Work

Task 1 Pre Field-Activities

- **Mark-outs and Underground Service Alert Notification:** Rincon will conduct a site visit to perform soil boring mark-outs and notify Underground Service Alert (USA). Per California State Law, field work may not commence less than two full working days after notification. USA identifies known utility locations in the public right-of-way. Although this task was completed during the limited soil assessment and sampling activities, the ticket will expire prior to commencement of this fieldwork, and will, therefore, need to be resubmitted.
- **Health and Safety Plan:** Rincon prepared a site-specific Health and Safety Plan (HASP) for the limited soil assessment and sampling activities to outline the procedures that Rincon's personnel will follow to minimize the potential for health and safety hazards during the course of work to be performed at the site. The need for a HASP is mandated by federal law. Rincon will update the current HASP with the scope of work described in this proposal.

¹ In accordance with the DTSC's Preliminary Endangerment Assessment Manual (PEA Manual) the established human health risk screening level for residential land use for lead is 80 milligrams per kilogram (mg/kg).

² The concentration of lead reported in B4 as a result of the limited soil assessment and sampling that was conducted on March 30, 2023, was 110 mg/kg.



Task 2 Soil Sampling and Analysis Program

To vertically and horizontally delineate lead impacted soil adjacent to B4, Rincon will advance 8 soil borings (B4-A and B13 through B19) by hand auger to a total depth of 2 feet below ground surface (bgs). Soil boring B4-A will be collected within the immediate vicinity of B4. Soil borings B13 through B16 will be immediate step-outs (located 5 feet from B4 in each cardinal direction); B17 through B19 are second-tier step-outs (located 10 feet from B4 to the south, east and west).³

Initially, immediate step out samples of B4 (B13 through B16) will be analyzed:

- Soil samples collected at 0.5 and 1 feet bgs will be analyzed for total lead using Environmental Protection Agency (USEPA) Method 6010B.

Based on findings in the samples above, the 2 feet samples (collected from B13 through B16) as well as the 0.5, 1-, and 2-foot samples collected from B17 through B19, will be analyzed as needed to delineate concentrations of lead in soil that exceed DTSC's screening levels for residential land use.

Due to the existing shallow soil data for B4, the 0.5 feet soil sample collected from B4-A may be subject to STLC analysis by the California WET and TCLP analysis by EPA Method 1311. The 1- and 2 feet samples collected from B4-A will be analyzed for total lead using USEPA Method 6010B. For budgeting purposes, we assume 23 samples will be analyzed for total lead and five soil samples will be subject to Soluble Threshold Limit Concentration (STLC) analysis by the California Waste Extraction Test (WET) and Toxicity Characteristic Leaching Procedure (TCLP) analysis by EPA Method 1311 in the event that total lead concentrations exceed hazardous waste screening criteria.

The soil samples will be placed in laboratory supplied containers, labeled, and stored on ice pending delivery to a state-accredited analytical laboratory under chain-of-custody documentation. The soil samples will be analyzed on a 7-10 business day turnaround time. However, actual turnaround times will be based upon the availability of the analytical laboratory.

Task 3 Preparation of Phase II ESA Report

Following the completion of the proposed sampling scope, Rincon will incorporate the findings of this assessment in the Phase II Letter Report dated May 2, 2023, within two weeks of receiving final laboratory analysis data. The report will include a summary of the additional work completed, a figure depicting the new sampling locations, analytical data tables, conclusions, and recommendations.

Task 4 Project Management and Regulatory Agency Coordination

The scope of work for this task includes time for coordination with the analytical laboratory, USA, and general administrative project management. In addition, the scope of work for this task includes up to 3 hours to respond to DTSC questions, comments, or correspondence.

Assumptions

- Flewelling & Moody (F&M) will grant legal site access within two weeks of project authorization.
- Rincon is not responsible for any damage to underground improvements not clearly or accurately marked by F&M.
- F&M will coordinate site access. If access is limited by the onsite tenant, our scope of services may be hindered, and additional fees may apply.

³ A second-tier step-out sample 10 feet to the north of B4 is inaccessible due to the sidewalk.



- Soil boring permits are not required by the County of Ventura.
- Work will be conducted Monday through Friday during normal business hours. If work must be conducted after hours, on holidays, or on weekends, additional fees may apply.
- The soil type is such that the borings can be advanced to the specified depth indicated above, or refusal, using a hand auger. If additional time is needed onsite due to field conditions, the revised scope will be discussed with F&M prior to remobilization.
- If additional analytical testing is recommended beyond what is scoped and budgeted in this proposal, that work will be performed on a time and materials basis following client approval.
- Investigative-derived waste is not expected to be generated during this sampling program.
- Cancellation fees will be incurred if work is cancelled within 72 hours of the calendar start date.
- If unforeseen circumstances with the potential to impact schedule or budget are encountered in the field, Rincon will notify the client immediately to discuss implications.
- DTSC application fees are not included in this scope of work and will be paid by F&M, or others.
- The draft and final copies of the reports will be electronically submitted to Client; hard copies will not be printed.
- The costs presented in this proposal are valid 6 months from the date of the proposal.

Schedule and Cost

Rincon is prepared to start this project immediately upon your authorization. The schedule of the Phase II ESA is dependent upon site accessibility but will be completed as quickly as possible.

The estimated cost for the Phase II ESA is **\$10,100** and will be charged on a time and materials basis not to exceed the costs in accordance with the attached Fee Schedule without prior written authorization from F&M. Estimated costs are presented in Table 1 below.

Table 1 Cost for Phase II ESA

Task	Budget
Task 1 Pre Field-Activities	\$1,570
Task 2 Soil Sampling and Analysis Program	\$4,050
Task 3 Preparation of Phase II ESA Report	\$2,790
Task 4 Project Management and Regulatory Agency Coordination	\$1,690
Total Estimated Project Budget	\$10,100

Authorization

The work described in this proposal will be performed in accordance with the attached Client Professional Services Agreement. To authorize this proposal, please sign and return a copy of the attached amended contract. Upon Client signature, we will sign and return a copy of the contract for your files and immediately begin our scope of work.



Flewelling & Moody
Proposal for Phase II ESA
Driffill Elementary School, 910 South E Street, Oxnard, California

We sincerely appreciate your consideration of Rincon or this project. If you have any questions or would like any additional information, please contact us.

Sincerely,

Rincon Consultants, Inc.

A handwritten signature in blue ink that reads "Lisa Bestard".

Lisa Bestard
Supervising Environmental Scientist

A handwritten signature in blue ink that reads "Torin Snyder".

Torin Snyder, PG, CHG, QSD/P ToR
Principal

Attachments

Rincon Standard Fee Schedule

Contract Amendment



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	2023	2024	2025	2026
	Jul 1 – Dec 31	Jul 1 – Dec 31	Jul 1 – Dec 31	Jul 1 – Dec 31
Senior Principal	\$308	\$319	\$330	\$342
Principal	\$297	\$307	\$318	\$329
Director	\$297	\$307	\$318	\$329
Senior Supervisor II	\$282	\$292	\$302	\$313
Supervisor I	\$263	\$272	\$282	\$291
Senior Professional II	\$246	\$255	\$264	\$273
Senior Professional I	\$230	\$238	\$246	\$255
Professional IV	\$204	\$211	\$218	\$226
Professional III	\$189	\$196	\$203	\$210
Professional II	\$168	\$174	\$180	\$186
Professional I	\$150	\$155	\$160	\$166
Associate III	\$126	\$130	\$135	\$139
Associate II	\$113	\$117	\$121	\$125
Associate I	\$105	\$109	\$113	\$117
Field Technician	\$91	\$94	\$97	\$101
Data Solutions Architect	\$189	\$196	\$203	\$210
Senior GIS Specialist	\$181	\$187	\$194	\$200
GIS/CADD Specialist II	\$161	\$167	\$173	\$179
GIS/CADD Specialist I	\$145	\$150	\$155	\$161
Technical Editor	\$142	\$147	\$152	\$157
Project Accountant	\$121	\$125	\$129	\$134
Billing Specialist	\$103	\$107	\$111	\$115
Publishing Specialist	\$116	\$120	\$124	\$129
Clerical	\$103	\$107	\$111	\$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11 x 17	\$0.55 (B&W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on Jan 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20 ft. Boston Whaler or Similar)	\$800
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

Client Addendum No. 1 Project ID 23-14168

- Start Date:** 7/17/2023 **Completion Date:** 12/31/2023
- Parties:** This Addendum is to the Agreement for Professional Consulting Services by and between Rincon and Client ("Agreement") dated 2/7/2023, requesting Rincon to perform additional services on behalf of Client.

Rincon Consultants, Inc. ("Rincon")

Primary Contact: Lisa Bestard email: Lbestard@rinconconsultants.com
and

Flewelling & Moody ("Client")

Client Contact: Jun Tanaka email: jtanaka@flewelling-moody.com

- Additional Scope of Services.** Pursuant to the terms of the Agreement, Rincon agrees to the following additional services for:

Project ID: 23-14168

Project Description: Phase II Environmental Site Assessment

Project Location: Driffil Elementary School, 910 South E Street, Oxnard California, 93030

Deliverables: Phase II ESA Report and soil sampling and analysis

- Fees:** \$10,100.00 Time & Materials

Additional Retainer Amount: N/A

- Attachments** (check all that apply and ensure attached)

- Scope of Work** (Required. Proposal No. Phase II ESA dated July 17, 2023. Attached as Exhibit A).
- Fee Schedule** (Required. Fee Schedule may be updated annually and the new rates shall apply to all new scopes of work, addendums, and delayed work that exceeds the original schedule. Attached as Exhibit B).
- Additional Exhibits/Attachments**
- Special Terms and Conditions**

This Addendum and its Attachments are incorporated into the Agreement and represent the understanding of the Parties. All other terms and conditions of the Agreement remain in effect.

Acceptance and Agreement

Executed for Client by:

Executed for Rincon¹ by:

Authorized Signature Date

Authorized Signature Date

Print Name/Title

Print Name/Title

Authorized Signature Date

Authorized Signature Date

Print Name/Title

Print Name/Title

¹ For contracts over \$50,000, Rincon requires 2 authorized signatures

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-74 – Read.Write.Think., LLC (DeGenna/Fox)

Renee Houser and Kristi Mraz with Read.Write.Think., LLC will provide two days of professional development on August 10-11, 2023 for the teaching of writing.

FISCAL IMPACT:

Not to exceed \$11,400.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Interim Superintendent, and the Executive Director, Teaching & Learning, that the Board of Trustees approve Agreement #23-74 with Read.Write.Think., LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-74, Read.Write.Think., LLC \(4 Pages\)](#)
[Proposal \(5 Pages\)](#)



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



Oxnard School District Fall 2023 Pupil Free Professional Study

Overview: The team at Read.Write.Think. will provide an introductory overview of teaching writing through a process approach. This approach takes the complexity of writing and breaks it into manageable phases so that both teachers, and students experience success as they learn to independently apply strategy instruction. Please see details for each session in the table below.

Dates: August 10 & 11, 2023

Grand Total: \$11,400

Day 1 Date: August 10, 2023

Time:

Session/Workshop 1: 8:30 - 11:30 AM

section 1: K-2 with Kristi Mraz
section 2: 3-5 with Erin Donelson
section 3: Middle school with Renee Houser

LUNCH: 11:30 - 12:30 PM

Session/Workshop 2: 12:30 - 3:30 PM

section 1: K-2 with Kristi Mraz
section 2: 3-5 with Erin Donelson
section 3: Middle school with Renee Houser

Location: TBD

Cost for 8/10/23: \$6,900

Day 2 Date: August 11, 2023

Time:

Session/Workshop 1: 8:30-11:30 AM

section 1: K-2 with Kristin Oppel

section 2: 3-5 with Erin Donelson

section 3: Middle school with Renee Houser

Location: TBD

Cost for 8/11/23: \$4,500*

*prorated

August 10, 2023 Description

Topic	Facilitator	Overview	Materials
Overview: A Writing Process for Primary Writers (Grades K,1,2)	Kristi Mraz	In this workshop Kristi Mraz will model and lead participants through their own first hand experience of a writing process designed specifically for young, emergent writers. Kristi will discuss the importance of maintaining a rigorous curriculum calendar that includes all three text types of narrative, information, and opinion through genre studies across the year. Participants will see examples of classroom environments that support students in being independent decision makers - including student centered writing supply centers, visual teaching tools, and spaces to gather for teaching and writing. Kristi will invite participants to discuss frameworks for teaching writing through a process approach as a way to teach writing in the <i>Oxnard District bi-literacy units of study</i> . Finally,	Two Pocket Folder with Center Binder Zipper Pouch Black Flair Pen Ralph Tells a Story

		<p>participants will experience first hand the importance of storytelling as a way to develop speaking and listening skills through oracy. They'll use this experience to map out the first days of teaching writing through storytelling to launch the year grounded in routine, ritual, but perhaps most importantly - identity.</p>	
<p>Overview: A Writing Process for Elementary Writers (Grades 3,4,5)</p>	<p>Erin Donelson</p>	<p>In this workshop Erin Donelson will model and lead participants through their own first hand experience of a writing process designed specifically for elementary writers. Erin will discuss the importance of maintaining a rigorous curriculum calendar that includes all three text types of narrative, information, and opinion through genre studies across the year - especially in testing grades. She'll also show examples of curriculum calendars that have strategically planned for 'test prep boot camps' throughout the year as a way of teaching students how to transfer the writing process to a prompted tested experience. Participants will see examples of classroom environments that support students in being independent decision makers - including student centered writing supply centers, visual teaching tools, and spaces to gather for teaching and writing. Finally, participants will experience first hand the importance of storytelling in developing speaking and</p>	<p>Marble Composition Notebook</p> <p>Zipper Pouch</p> <p>Black Pen</p> <p>A Writer's Notebook</p>

		<p>listening skills. They'll use this experience to map out the first days of teaching writing through storytelling to launch the year grounded in routine, ritual, but perhaps most importantly - identity.</p>	
<p>Overview: A Writing Process for Adolescent Writers (ELA Grades 6,7,8)</p>	<p>Renee Houser</p>	<p>In this workshop Renee Houser will model and lead participants through their own first hand experience of a writing process designed specifically for adolescent writers. Renee will discuss the importance of maintaining a rigorous curriculum calendar that includes all three text types of narrative, information, and opinion through genre studies across the year - especially in testing grades, all while balancing the ELA caseload of teaching three distinct subjects of: Reading, Writing, Word Study. She'll show examples of curriculum calendars that have strategically planned for 'test prep boot camps' throughout the year as a way of teaching students how to transfer the writing process to a prompted tested experience. Participants will see examples of classroom environments that support students in being independent decision makers - including student centered writing supply centers, visual teaching tools, and spaces to gather for teaching teenagers, and independent writing spaces. Finally, participants will experience first hand the importance of</p>	<p>Marble Composition Notebook</p> <p>Zipper Pouch</p> <p>Black Pen</p> <p>A Writer's Notebook</p>

		<p>storytelling in developing speaking and listening skills. They'll use this experience to map out the first days of teaching writing through storytelling to launch the year grounded in routine, ritual, but perhaps most importantly - identity.</p>	
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August 11, 2023 Overview			
Topic	Facilitator	Overview	Materials
Overview: A Writing Process for Primary Writers (Grades K,1,2)	Kristin Oppel	Same as 8/10/23	(same as 8/10/23)
Overview: A Writing Process for Elementary Writers (Grades 3,4,5)	Erin Donelson		
Overview: A Writing Process for Adolescent Writers (ELA Grades 6,7,8)	Renee Houser		

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-75 – Dr. Antonio F. Jimenez Jimenez (DeGenna/Fox)

Consultant will provide three In-Person Professional Development sessions for Spanish and World Language teachers on August 10 & 11, 2023.

FISCAL IMPACT:

Not to exceed \$2,500.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, Teaching & Learning, and the Interim Superintendent, that the Board of Trustees approve Agreement #23-75 with Dr. Antonio F. Jimenez Jimenez.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-75, Dr. Antonio F. Jimenez Jimenez \(4 Pages\)](#)
[Scope of Services \(1 Page\)](#)



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

Dr. Antonio F. Jiménez Jiménez
 676 Doris Ave
 Oxnard, CA 93030
 (805) 814-0170

TO:
Oxnard School District
 1051 South A Street
 Oxnard, CA 93030
 805-385-1501

Professional Development 2023-2024

Quantity	Description	Total
<p>Dates of services: August 10 & 11, 2023 (2 days)</p>	<p>Scope of services: 3 sessions of in-person professional development for Spanish and WL Teachers on the development of Spanish language following the Common Core en español.</p> <ul style="list-style-type: none"> • Session 1: 4th -5th Spanish Teachers • Session 2: 6th – 8th WL Teachers • Session 3: K-3rd Spanish Teachers <p>Consultant fee and expenses: \$2,500</p>	<p>\$ 2,500</p>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-76 – Amplify Education, Inc. (DeGenna/Haber)

Amplify Education, Inc. will provide professional learning to support implementation of mathematics instruction, professional learning centered around Oxnard’s Mathematics Pedagogy Statement.

Consultant will engage faculty in challenging assumptions regarding what it means to be a competent mathematician and what it means to engage in meaningful mathematics. Using the CA Mathematics Framework and Standards, Consultant will support the engagement of students with deep mathematical ideas through tasks that support multiple entry points, via Desmos, 6-8 Math Curriculum.

Term of the Agreement: August 3, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$18,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Interim Superintendent, and the Manager, Mathematics, that the Board of Trustees approve Agreement #23-76 with Amplify Education, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-76, Amplify Education, Inc. \(4 Pages\)](#)
[Proposal \(6 Pages\)](#)



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



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-266286-1
Date: 7/24/2023
Expires On: 8/23/2023

Customer Contact Information

Matt Haber
Oxnard Elementary School Dist
(805) 487-3918
(805) 487-9648
mhaber@oxnardsd.org

Amplify Contact Information

Jeff Sorenson
Associate Account Executive
jsorenson@amplify.com

PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Desmos Math G6-Alg1 Initial Training for Teachers (1 Day Onsite)	3.00	\$3,200.00	\$9,600.00
Desmos Math G6-Alg1 Strengthen Training (1/2 Day Onsite)	3.00	\$2,500.00	\$7,500.00
TOTAL		\$5,700.00	\$17,100.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$0.00	\$0.00

SUBTOTAL \$17,100.00
 ESTIMATED SALES TAX (10%) \$0.00
 GRAND TOTAL \$17,100.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://www.amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

- 1. Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://www.amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://www.amplify.com/acceptable-use) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.
- 2. License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.
- 3. Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
- 4. Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)).
- 5. Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts

that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH

THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #4 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)

At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis.

At the Board meeting of October 19, 2022, the Board of Trustees ratified Amendment #1, at no additional cost, to update the original rate sheet provided.

At the Board meeting of February 15, 2023, the Board of Trustees ratified Amendment #2, in the amount of \$900,000.00, to cover the allocation of additional staff based on unfilled direct hire positions, as well as a change in the rate sheet as it pertains to Speech Language Pathologist Assistant (SLPA), for a new agreement amount of \$1,200,000.00.

At the Board meeting of June 21, 2023, the Board of Trustees ratified Amendment #3, in the amount of \$360,000, to continue to cover the allocation of additional staff based on unfilled direct hire positions, for a new agreement amount of \$1,560,000.00.

Amendment #4, in the amount of \$164,000.00, is needed to cover additional staff based on unfilled direct hire positions and close out the 2022-2023 fiscal year, for a final agreement amount of \$1,724,000.00.

FISCAL IMPACT:

\$164,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Amendment #4 to Agreement #22-82 with Maxim Healthcare Staffing Services, Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #4 \(1 Page\)](#)

[Amendment #3 \(1 Page\)](#)

[Amendment #2 \(2 Pages\)](#)

[Amendment #1 \(2 Pages\)](#)

[Agreement #22-82, Maxim Healthcare Staffing Services Inc. \(18 Pages\)](#)

**Amendment #4 to Agreement #22-82 with
Maxim Healthcare Staffing Services, Inc.
August 2, 2023**

At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

At the Board meeting of October 19, 2022, the Board of Trustees ratified Amendment #1, at no additional cost, to update the original rate sheet provided.

At the Board meeting of February 15, 2023, the Board of Trustees ratified Amendment #2, in the amount of \$900,000.00, to cover the allocation of additional staff based on unfilled direct hire positions, as well as a change in the rate sheet as it pertains to Speech Language Pathologist Assistant (SLPA), for a new agreement amount of \$1,200,000.00.

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Amendment #4, in the amount of \$164,000.00, is needed to cover additional staff based on unfilled direct hire positions and close out the 2022-2023 fiscal year, for a final agreement amount of \$1,724,000.00.

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

By: _____
Florence Ugokwe, Assistant Controller

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**Amendment #3 to Agreement #22-82 with
Maxim Healthcare Staffing Services, Inc.
June 21, 2023**

At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

At the Board meeting of October 19, 2022, the Board of Trustees ratified Amendment #1, at no additional cost, to update the original rate sheet provided.

At the Board meeting of February 15, 2023, the Board of Trustees ratified Amendment #2, in the amount of \$900,000.00, to cover the allocation of additional staff based on unfilled direct hire positions, as well as a change in the rate sheet as it pertains to Speech Language Pathologist Assistant (SLPA), for a new agreement amount of \$1,200,000.00.


Amendment #3, in the amount of \$360,000.00, is needed to continue to cover the allocation of additional staff based on unfilled direct hire positions, for a new agreement amount of \$1,560,000.00.

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

By: 
Florence Ugokwe, Assistant Controller

Date: 13-Jun-23

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 6-26-23

**Amendment #2 to Agreement #22-82 with
Maxim Healthcare Staffing Services, Inc.
February 15, 2023**

At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

At the Board meeting of October 19, 2022, the Board of Trustees ratified Amendment #1, at no additional cost, to update the original rate sheet provided.

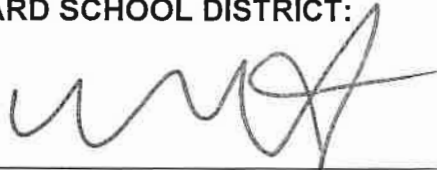
Amendment #2, in the amount of \$900,000.00, is needed to cover the allocation of additional staff based on unfilled direct hire positions, as well as a change in the rate sheet as it pertains to Speech Language Pathologist Assistant (SLPA), for a new agreement amount of \$1,200,000.00.

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

By: 
Florence Ugokwe, Assistant Controller

Date: 07-Feb-23

OXNARD SCHOOL DISTRICT:

By: 
Valerie Mitchell
Asst. Supt., Business & Fiscal Services

Date: 2/21/23

ATTACHMENT "A"
CUSTOMER REQUESTED PERSONNEL AND RATES – 10/25/2022

School Work Site. This "Attachment A" shall apply to the following School Work Site(s):

School Work Site Name	Address	School Work Site Contact
All Sites		

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on "Attachment C" is differing, "Attachment C" shall control.

Positions	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$110-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$150
SLPA	\$90
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to "Attachment A" by execution of subsequent "Attachment A" document(s).

**Amendment #1 to Agreement #22-82 with
Maxim Healthcare Staffing Services, Inc.
October 19, 2022**



At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

Amendment #1 is needed to update the original rate sheet provided at no additional cost.

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

By: DocuSigned by:
Florence Ugokwe
242E424881E34A3... _____ Date: 26-Oct-22
Florence Ugokwe, Assistant Controller

OXNARD SCHOOL DISTRICT:

By: *Lisa A. Franz* _____ Date: 1-18-2023
Lisa A. Franz, Director, Purchasing

**ATTACHMENT “A”
CUSTOMER REQUESTED PERSONNEL AND RATES – 9/12/2022**

School Work Site. This “Attachment A” shall apply to the following School Work Site(s):

School Work Site Name	Address	School Work Site Contact
All Sites		

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$100-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$150
SLPA	\$70
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to “Attachment A” by execution of subsequent “Attachment A” document(s).

OSD AGREEMENT #22-82

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of July, 2022, by and between **Oxnard School District** located at 1051 South A Street, Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Road Ste 140 San Luis Obispo, CA 93401 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency that employs licensed clinical and other non-clinical healthcare personnel ("Personnel") to provide supplemental healthcare staffing services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect from July 1st, 2022 to June 30th, 2023.

Section 1.2 Termination. Either Party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other Party. If termination cause is payment default, MAXIM may terminate this Agreement upon seven (7) days advance written notice of the termination date to EDUCATIONAL INSTITUTION. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more Personnel as specified in Attachment "A" for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 8.8 of this Agreement, to the extent that MAXIM is unable to provide the type of Personnel requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled Personnel. EDUCATIONAL INSTITUTION understands and agrees that MAXIM must, however, bill that higher skilled Personnel at that Personnel's fair market value rate.

B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

- Section 2.2 Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria as articulated in Attachment "B" hereto.
- Section 2.3 Non-Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria as indicated in "Attachment B" hereto.
- Section 2.4 Insurance.** MAXIM will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon written request by EDUCATIONAL INSTITUTION.
- Section 2.5 Use of Contractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. From time to time, MAXIM may utilize the services of Contractors for reasons including, but not limited to, EDUCATIONAL INSTITUTION (i) requests Clinical Personnel who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article 7 hereof; or (ii) makes a request resulting in an unexpected surge and need for Personnel and use of Contractors is necessary to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement. Any Clinical Personnel provided to EDUCATIONAL INSTITUTION by a Contractor will be subject to the Clinical Personnel Requirements set forth in Section 2.2 hereof.
- Section 2.6 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its Contractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- Section 3.1 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 8.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, EDUCATIONAL INSTITUTION retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

- Section 3.2 EDUCATIONAL INSTITUTION Policies and Procedures.** EDUCATIONAL INSTITUTION will promptly provide Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION, including introduction to EDUCATIONAL INSTITUTION'S policies and procedures in effect while Personnel are on EDUCATIONAL INSTITUTION'S premises. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and EDUCATIONAL INSTITUTION employee), and orient Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements, including with respect to bloodborne pathogens, other emergent matters, and any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such and other purpose. Unless otherwise agreed to in writing, Personnel are directed to, and will abide by, EDUCATIONAL INSTITUTION'S policies and procedures, rules, guidelines, and protocol related to health and safety while on EDUCATIONAL INSTITUTION premises. EDUCATIONAL INSTITUTION agrees to document Personnel site specific training, which includes the date and type of training conducted. EDUCATIONAL INSTITUTION further agrees to promptly provide verification of site specific training upon MAXIM request.
- Section 3.3 Requests for Per Diem Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.4 Per Diem Short-notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for Per Diem Personnel is made less than two (2) hour(s) prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.5 Per Diem Personnel Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Per Diem Personnel. MAXIM will be responsible for contacting Per Diem Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following the date on which any Personnel (i) interviewed with EDUCATIONAL INSTITUTION for purposes of EDUCATIONAL INSTITUTION determining whether to approve the Personnel to

work at EDUCATIONAL INSTITUTION under the terms of this Agreement, or (ii) last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided, or introduced, by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, onboarding, training, and employing Personnel, which necessarily includes advertisement, recruitment, interviewing, evaluation, reference checks, credentialing, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any EDUCATIONAL INSTITUTION affiliate, subsidiary, department, or division, or any other agent of EDUCATIONAL INSTITUTION (such as a recruiter) solicits, hires, or employs any Personnel, EDUCATIONAL INSTITUTION will be in material breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

In the event that EDUCATIONAL INSTITUTION hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify MAXIM, the conversion fee that applies is no less than 150% of annualized starting salary.

- Section 3.7 Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide written documentation, investigative material, surveillance video footage, or other similar evidence of the misconduct to assist MAXIM in determining what, if any, corrective action should be taken. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's Services will be limited to the number of hours actually worked. MAXIM will not reassign the Personnel to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide additional information at the request of MAXIM to assist MAXIM in determining what, if any, corrective action may be necessary. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Personnel Cancellation.** MAXIM may cancel the remaining term of a Personnel placement with written notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of

\$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 Incident Reporting and Cooperation. EDUCATIONAL INSTITUTION shall report to MAXIM in writing any incident known to involve any MAXIM Personnel (such as but not limited to, Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel). EDUCATIONAL INSTITUTION agrees to provide MAXIM documentation, investigative materials, and other related information, and otherwise cooperate with MAXIM to investigate the incident. Complaints and grievances regarding Personnel should be reported to MAXIM within forty-eight (48) hours. Indemnity to CLIENT in Section 8.3 shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 3.12 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s) to this Agreement. MAXIM will submit invoices to EDUCATIONAL INSTITUTION every week for Personnel provided to EDUCATIONAL INSTITUTION during the preceding week. Invoices shall be submitted to the following address:

**Oxnard School District
1051 South A Street
Oxnard, CA 93030
ATTN: Accounts Payable**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

If any portion of an amount billed by MAXIM under this Agreement is subject to a good faith dispute between the Parties, EDUCATIONAL INSTITUTION shall give written notice to MAXIM of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. EDUCATIONAL INSTITUTION shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Section 7.16, Dispute Resolution.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Annual Rate Increases. EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment "A" of this Agreement.

Section 5.5 EDUCATIONAL INSTITUTION Bankruptcy or Insolvency. EDUCATIONAL INSTITUTION agrees that in the event EDUCATIONAL INSTITUTION files bankruptcy, (i) to the extent MAXIM pays the salary and other direct labor costs of Personnel it provides to EDUCATIONAL INSTITUTION and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by EDUCATIONAL INSTITUTION to MAXIM prior to bankruptcy, and/or (ii) EDUCATIONAL INSTITUTION is the assignee of claims held by such Personnel against EDUCATIONAL INSTITUTION for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then MAXIM has a claim against EDUCATIONAL INSTITUTION in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by EDUCATIONAL INSTITUTION are released.

In the event MAXIM in good faith becomes concerned about impending bankruptcy or other insolvency by EDUCATIONAL INSTITUTION, the Parties agree that MAXIM may request in writing from EDUCATIONAL INSTITUTION a prepayment deposit in the amount equal to the average of two weeks of Services, which deposit MAXIM may apply to outstanding invoices in the event that EDUCATIONAL INSTITUTION fails to timely pay such invoices. EDUCATIONAL INSTITUTION

agrees to provide the requested prepayment deposit within five (5) days. In the event that MAXIM applies the prepayment deposit in accordance with this Section at such time that concern about EDUCATIONAL INSTITUTION's impending insolvency remains, EDUCATIONAL INSTITUTION agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 5.6 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any EDUCATIONAL INSTITUTION manuals, instructions, or other EDUCATIONAL INSTITUTION policies notwithstanding, MAXIM reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to EDUCATIONAL INSTITUTION via Maxim Timeclock. EDUCATIONAL INSTITUTION will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. EDUCATIONAL INSTITUTION approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between EDUCATIONAL INSTITUTION and MAXIM; notwithstanding this, EDUCATIONAL INSTITUTION and MAXIM agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE 6. ASSIGNMENT SERVICES

Section 6.1 Assignment Services. As part of the Services outlined herein, MAXIM provides Assignment Services and agrees to assign Travel Assignment Personnel and/or Local Assignment Personnel to work such specified assignments as agreed to by the Parties. To the extent Assignment Personnel are assigned, the terms of this Article shall apply as indicated.

Section 6.2 Interviews. MAXIM will provide EDUCATIONAL INSTITUTION with names of Assignment Personnel interested in providing Travel Assignment Services or Local Assignment Services, as applicable, and will provide all pertinent information requested by EDUCATIONAL INSTITUTION for an interview. EDUCATIONAL INSTITUTION reserves the right to conduct a telephone interview with any Assignment Personnel prior to accepting such Assignment Personnel to provide Assignment Services. If EDUCATIONAL INSTITUTION requests a face-to-face interview for Travel Assignment Personnel, MAXIM will bill EDUCATIONAL INSTITUTION for cost of travel, lodging, and reasonable per diem expenses. EDUCATIONAL INSTITUTION has the opportunity to interview all interested Assignment Personnel recruited by MAXIM, before said Assignment Personnel provide Assignment Services. Therefore, MAXIM will not have any liability to EDUCATIONAL INSTITUTION if said Assignment Personnel fails to meet EDUCATIONAL INSTITUTION'S requirements, without limitation. Additionally, EDUCATIONAL INSTITUTION will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Assignment Personnel.

Section 6.3 Travel Coordination. MAXIM shall be solely responsible for coordinating Travel Assignment Personnel's travel assignments to EDUCATIONAL INSTITUTION including housing, payroll and related functions.

Section 6.4 Assignment Cancellation. MAXIM may cancel the remaining term of an Assignment Personnel with written notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Assignment Personnel within fourteen (14) days from the date of notification.

- Section 6.5 Assignment Continuation.** EDUCATIONAL INSTITUTION agrees that all Assignment Personnel introduced by MAXIM and/or accepted for assignment by EDUCATIONAL INSTITUTION, will continue to work future EDUCATIONAL INSTITUTION assignments solely as employees of MAXIM, or if applicable, Contractor, during the term of this Agreement.
- Section 6.6 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Assignment Personnel for the specified period of time outlined in the Assignment Confirmation. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Assignment Personnel already being utilized on contract, EDUCATIONAL INSTITUTION must give MAXIM fourteen (14) days' notice before cancellation date. If EDUCATIONAL INSTITUTION does not provide required notice, EDUCATIONAL INSTITUTION will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Assignment Personnel in other facilities in the area
- Section 6.7 Incorporation of Assignment Confirmations.** EDUCATIONAL INSTITUTION agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. LOCUM TENENS COVERAGE

- Section 7.1** Should EDUCATIONAL INSTITUTION request Locum Tenens coverage from MAXIM, the Parties shall enter into a separate Service Agreement for Locum Tenens Coverage in the form of Attachment [____]. The terms set forth in Attachment [____] will govern the provided coverage and are incorporated herein by this reference.

ARTICLE 8. GENERAL TERMS

- Section 8.1 Independent Legal Entities.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.
- Section 8.2 Assignment of Agreement.** Neither Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a Party; provided however, the assigning Party will provide notice of such transaction to the other Party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 8.3 Indemnification.** MAXIM agrees to indemnify and hold harmless CLIENT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. MAXIM will not indemnify EDUCATIONAL

INSTITUTION for any action or inaction or liabilities asserted against them for the negligent performance of MAXIM, its directors, officers, employees or agents that are acting under the control, direction or authority of the EDUCATIONAL INSTITUTION.

In addition to the indemnities set forth in Attachment "B" incorporated herein, if applicable, EDUCATIONAL INSTITUTION shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of EDUCATIONAL INSTITUTION or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit.

Section 8.4 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 8.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Oxnard School District
1051 South A Street
Oxnard, CA 93030
ATTN: **Danielle Jefferson**

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
735 Tank Farm Road Ste 140
San Luis Obispo, CA 93401
ATTN: **Mark Wrightson**

Section 8.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 8.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 8.9.

Section 8.8 Availability of Personnel. The Parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to

EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

- Section 8.9 Compliance with Laws.** MAXIM agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 8.10 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a EDUCATIONAL INSTITUTION employee or Personnel has professional or personal interests that compete with his/her services to or on behalf of MAXIM or EDUCATIONAL INSTITUTION, or the best interests of patients. Such competing interests may make it difficult for the EDUCATIONAL INSTITUTION employee or Personnel to fulfill his or her duties impartially.
- Section 8.11 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 8.12 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 8.13 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such Party has been advised of the possibility of such damages. In addition, MAXIM will not be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the EDUCATIONAL INSTITUTION may incur or experience in connection with any waivers or elections to proceed under Attachment "B." MAXIM's indemnity obligations under Section 8.3. are limited to any jurisdiction specific cap for medical malpractice claims or liabilities.
- Section 8.14 Amendments.** All terms of a later signed EDUCATIONAL INSTITUTION Staffing Agreement will supersede a prior signed EDUCATIONAL INSTITUTION Staffing Agreement.
- Section 8.15 Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the

date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE 9. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 9.1 Confidentiality.

- A. **MAXIM/EDUCATIONAL INSTITUTION Information.** The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party. Each of the Parties agrees that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret, confidential information of the Party, including, without limitation, information with respect to the Party's students, costs, prices, and treatment methods at any time used, developed or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

Notwithstanding any other provision of this Agreement, EDUCATIONAL INSTITUTION will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If EDUCATIONAL INSTITUTION files a lawsuit for retaliation by MAXIM for reporting a suspected violation of law, FACILITY may disclose MAXIM's trade secrets to EDUCATIONAL INSTITUTION'S attorney and use the trade secret information in the court proceeding if EDUCATIONAL INSTITUTION files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

- B. **Disclosure of MAXIM/EDUCATIONAL INSTITUTION Partnership.** From time to time, MAXIM lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in 9.1(C) and/or 9.2 of this Agreement. EDUCATIONAL INSTITUTION agrees that MAXIM may disclose the partnership between MAXIM and EDUCATIONAL INSTITUTION, and use EDUCATIONAL INSTITUTION's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the MAXIM/EDUCATIONAL INSTITUTION partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- C. **Student Information:** In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information to any third-party, except where permitted or required by law or where such disclosure is

expressly approved by EDUCATIONAL INSTITUTION, MAXIM, and student in writing. Further, each Party and its employees shall comply with the other Party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). In accordance with FERPA, Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If MAXIM is provided access to students' educational records, MAXIM shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. MAXIM shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

- D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 9.2 HIPAA/FERPA/HITECH Obligations. Each Party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other Party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the Parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations. EDUCATIONAL INSTITUTION and MAXIM agree to promptly inform the other Party to the extent such records are requested by an agency or in a judicial proceeding so the Party can determine whether to object or otherwise seek a protective order over the requested records or information.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the Parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") and/or any student education records are created, viewed, used, maintained, and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by Personnel and that in terms of Personnel placed in EDUCATIONAL INSTITUTION's physical or

technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all Personnel provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and the Personnel, including without limitation HIPAA, FERPA, and HITECH.

ARTICLE 10. MAXVIEW

Section 10.1 Definitions.

(a) **"Job Posting"** means an electronic requisition entered into MaxView that sets forth a position for which EDUCATIONAL INSTITUTION desires Personnel to perform Services.

(b) **"MaxView"** means an internet-based application software program provided by the System Administrator and utilized by MAXIM in conjunction with providing Personnel to work in various areas of EDUCATIONAL INSTITUTION under the EDUCATIONAL INSTITUTION Contract.

(c) **"System Administrator"** means the provider of MaxView in connection with the provision by MAXIM of Personnel to work in various areas of under the EDUCATIONAL INSTITUTION Contract.

(d) **"Timecard Application"** means a function in MaxView whereby Personnel are able to enter the hours worked while providing Services and EDUCATIONAL INSTITUTION managers or dually authorized personnel are able to review the submitted hours for approval.

(e) **"Terms & Conditions"** means terms & conditions for use of MaxView/MAXIM proprietary systems, which will govern use of Maxim's systems, databases, and platforms which defines and establishes the rules of use. Maxim reserves the right to modify said terms and & conditions, without notice to EDUCATIONAL INSTITUTION. Said terms & conditions are incorporated by and thru this agreement, and are located at the following address: [WEBSITE]. EDUCATIONAL INSTITUTION will not permit use of MaxView or MaxView Services in any manner by a third party; send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; interfere with or disrupt the integrity or performance of MaxView or data contained therein; attempt to gain unauthorized access to MaxView or its related systems or networks; or provide or disclose to, or permit use of MaxView other than authorized users.

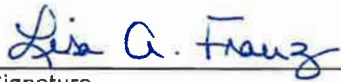
Section 10.2 Contract Service Acquisition Web Application. Unless otherwise specified by MAXIM, Job Postings for available Personnel positions will be posted by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION will be granted access to MaxView for the purpose of reviewing and modifying the quantity of open Job Postings available with EDUCATIONAL INSTITUTION, and entering information regarding Personnel on assignment with EDUCATIONAL

INSTITUTION. MAXIM is granting EDUCATIONAL INSTITUTION a non-exclusive, non-transferable right to access and use MaxView and receive the Services in accordance with the Agreement solely for EDUCATIONAL INSTITUTION's internal business and staffing purposes.

- Section 10.3 Proposed Candidates.** MAXIM shall provide the following information with respect to each candidate it enters into MaxView or otherwise provides to EDUCATIONAL INSTITUTION under this Agreement: (i) name; (ii) resume and job qualifications; (iii) proposed billing rate; and (iv) such other information as may be required in the Job Posting for such assignment. The billing rate shall not exceed the maximum billing rate specified in the Job Posting or MaxView for the applicable assignment category. EDUCATIONAL INSTITUTION will notify MAXIM through MaxView, if MAXIM's candidate has been preliminarily selected to fill an available Job Posting. Upon receipt of such notice, Personnel shall undertake the pre-assignment steps set forth in Maxim's policies and procedures, and this Agreement to satisfy the EDUCATIONAL INSTITUTION's requirements and any additional standards set forth in the Job Posting. Prior to the start of any assignment, Maxim will confirm through Maxview that these pre-assignment steps have been successfully completed.
- Section 10.4 Job Posting Cancellation.** At EDUCATIONAL INSTITUTION's request, MAXIM will cancel, without charge, any Job Posting for Services at any time prior to commencement of the Services by the Personnel.
- Section 10.5 Assignment Cancellation.** EDUCATIONAL INSTITUTION may end an assignment at any time by giving notice to MAXIM in MaxView, and MAXIM will give Personnel the applicable advance notice of the end of an assignment as given to MAXIM by EDUCATIONAL INSTITUTION. In any instance of an assignment cancellation, EDUCATIONAL INSTITUTION's obligation shall be to forward Maxim payments for the Services rendered by such Personnel pursuant to this Agreement prior to discontinuation of the Assignment. Such payment shall be made in accordance with Article 5 of this Agreement.
- Section 10.6 Removal of Personnel.** EDUCATIONAL INSTITUTION acknowledges and agrees that the Personnel shall be subject to the continuing approval of EDUCATIONAL INSTITUTION. If at any time EDUCATIONAL INSTITUTION, in its reasonable judgment, determines that Personnel is inadequate, unsatisfactory or has failed to comply with EDUCATIONAL INSTITUTION or MAXIM rules, regulations, or policies, EDUCATIONAL INSTITUTION shall so advise MAXIM immediately.
- Section 10.7 Bill Rates; Expenses.** Hourly rates, premium rate multipliers, shift premiums, travel and per diem reimbursement, expense reimbursement and the terms and conditions applicable thereto will be set forth in MaxView.
- Section 10.8 Use of Contractors in MaxView.** From time to time, MAXIM may utilize the services of Contractors to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement including, but not limited to Section 2.5.
- Section 10.9 Disclaimer of MaxView.** MaxView is provided to EDUCATIONAL INSTITUTION free of charge and is provided on an "as is" basis and with all faults and defects without warranties of any kind, either express or implied. To the extent permitted by law, MAXIM disclaims all other warranties, express or implied, including, without limitation, duties, conditions, and representations that are not expressly set forth in this Agreement or the terms & conditions as described in Section 10.1.(e) of this Agreement, with respect to MaxView, or any use thereof.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:



Signature

Lisa A. Franz, Director, Purchasing

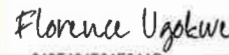
Printed Name & Title

8-10-2022

Date

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

DocuSigned by:



Signature

Florence Ugokwe

Printed Name & Title

09-Sep-22

Date

ATTACHMENT A
Oxnard School District **STAFFING RATES**

Annual Rate Increase. An annual rate increase of N/A% will be added to each services type listed above every year on N/A.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours, unless applicable state law requires a different rate.


Rates. Charges will be based on the following hourly rate schedule effective 7/1/2022:

Service	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$100-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$120
SLPA	\$70
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

MAXIM follows applicable local, state, and federal law. To the extent any of the provisions herein conflict with applicable law of where services are performed, MAXIM will follow the applicable local, state, and federal law.

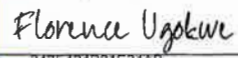
OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:



 Signature
Lisa A. Franz, Director, Purchasing
 Printed Name & Title
 8-10-2022

 Date

DocuSigned by:


 Signature
 242E424B81E34AB
 Florence Ugokwe
 Printed Name & Title
 09-Sep-22

 Date

Attachment "B"
PRE-ASSIGNMENT SCREENING

- i. **Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that the provisions of Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:
 - a. Proper work authorization documentation
 - b. Possess current state professional licensure, certification, and/or licensure
 - c. Possess CPR certification as applicable
 - d. Completed health screening requirements as applicable
 - e. Tuberculosis screening
 - f. Possess relevant professional and specialty experience and verify employment history
 - g. Possess current skills competency to include written exam and self-skills assessment
 - h. MAXIM standard OSHA and HIPAA training
 - i. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)

- j. General Services Administration's (GSA) Excluded Parties List System (EPLS)
- k. National Sex Offender Public Website (NSOPW)
- l. State Specific Exclusion, as applicable
- m. Criminal background report
- n. Abuse and Neglect registry or similar databases as required
- o. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION

II. **Non-Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- a. Proper work authorization documentation
- b. Tuberculosis screening as required
- c. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)
- d. General Services Administration's (GSA) Excluded Parties List System (EPLS)
- e. National Sex Offender Public Website (NSOPW)
- f. State Specific Exclusion, as applicable
- g. Criminal background report
- h. Abuse and Neglect registry or similar databases as required
- i. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION

III. **EDUCATIONAL INSTITUTION Criminal Background Report.** In the event that EDUCATIONAL INSTITUTION requires its own criminal background screening for MAXIM Personnel, EDUCATIONAL INSTITUTION shall provide MAXIM with a copy of the results and/or report, or the "Clear" or "Not Clear" status. EDUCATIONAL INSTITUTION agrees that Personnel may begin assignment following completion of a successful EDUCATIONAL INSTITUTION background screening.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

Lisa A. Franz, Director, Purchasing
Printed Name & Title

8-10-2022
Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Florence Ugokwe
Signature

Florence Ugokwe
Printed Name & Title

09-Sep-22
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section C: Enrichment Agreement

Ratification of Amendment #1 to Agreement #22-232 – Positive Adventures, LLC (DeGenna/Shea)

At the Board Meeting of April 19, 2023, the Board of Trustees approved Agreement #22-232 with Positive Adventures, in the amount of \$250,000.00, to provide overnight & day camps for students during the period of June 19, 2023 through August 15, 2023.

Amendment #1 is required to update language in the original agreement covering Limitation of Liability, Indemnification, and Insurance (see attached language revisions).

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Superintendent, and the Director, Enrichment & Specialized Programs, that the Board of Trustees ratify Amendment #1 to Agreement #22-232 with Positive Adventures, LLC.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(3 Pages\)](#)

[Agreement #22-232, Positive Adventures, LLC \(11 Pages\)](#)

**Amendment #1 to Agreement #22-232 with
Positive Adventures
August 2, 2023**

At the Board Meeting of April 19, 2023, the Board of Trustees approved Agreement #22-232 with Positive Adventures, in the amount of \$250,000.00, to provide overnight & day camps for students during the period of June 19, 2023 through August 15, 2023.

Amendment #1 is required to update language in the original agreement covering Limitation of Liability, Indemnification and Insurance (see attached language revisions).

Positive Adventures:

By: Melissa Lopez

Date: 6/21/23

Oxnard School District:

By: Dr. Anabolena DeGenna
Dr. Anabolena DeGenna
Asst. Supt., Educational Services

Date: 6/21/23

Positive Adventure Revisions

Limitation of Liability

Except to the extent covered by insurance or subject to the indemnification provisions herein in no event will outfitter, or its officers, directors, or employees be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits (regardless of how characterized and even if advised of the possibility of such damages) under or in connection with this agreement, regardless of the form or action (whether in contract, tort, negligence, strict liability, statutory liability or otherwise). In no event will outfitter's liability to client or any third part exceed outfitter's insurance policy limits.

Indemnification

Client will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Outfitter and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney; fees and costs), arising out of or relating to the Program, caused by the negligence of Client and whether or not the relevant claim has merit, except for third party claims that directly arise out of Program Services that are staffed, supervised, or controlled solely by Outfitter.

Outfitter will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Client and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs) directly caused by the negligence of Outfitter and whether or not the relevant claim has merit, except for claims that arise out of Program services that are staffed, supervised or controlled solely by Client or where Outfitter personnel are not present or responsible for Participants (i.e. free time, after 10 pm, overnight, and morning before 9 am).

Outfitter shall require by written agreement any and all Outfitter's affiliates to fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Client and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs) directly caused by the negligence of Outfitter's affiliates and whether or not the relevant claim has merit, except for third party claims that directly arise out of the willful misconduct of Client.

Insurance

- Ten (10) days prior to the start of Program, certificates of insurance evidencing the following will be provided by each respective party to the other, and shall evidence the continuous and uninterrupted insurance coverage throughout the term of the Program(s). Outfitter shall list the Client as an "additional insured," including a mutual waiver of subrogation unless specifically modified below.
- Commercial General Liability insurance policy limits must be at least \$2 Million each occurrence and \$4 Million annual aggregate, and must cover all activities, programs, products, and completed operations of the insured. There must be no exclusion for sexual abuse or molestation. Policy limits for sexual abuse and molestation will meet all Client requirements.
- Commercial Automobile insurance policy with a minimum limit of \$1 Million combined single limit.

• Evidence of California Workers' Compensation insurance coverage, including a waiver of subrogation in favor of Client is also required. Outfitter shall also require all of its subcontractors, vendors, independent contractors to maintain the same types and limits and extensions of insurance required of Outfitter under this contract.

• Copies of insurance policies may be requested by either party.

• **No insurance policy may be cancelled without thirty (30) days' prior written notice to the other party to this Agreement.**

• Since it is believed to be a responsibility of participants, Outfitter does not provide health, medical, dental, vision, or accident insurance to cover Program participants. Program participants who are not covered by other policies are encouraged to purchase trip insurance for the duration of the Program.

Endorsements. Outfitter's and any and all Outfitter subcontractor's vendors', independent contractors' Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the Client, 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 Client.

1) **General Liability**

Most Other services – Outdoor Education: CG 2026 07 04.

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

- a. Acceptability of Insurers. Outfitter's 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 Client.
- b. Insurance written on a "claims made" basis is to be renewed by the Outfitter and all Outfitter subcontractors' vendors', independent contractors' 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 Outfitter for all claims made.
- c. Failure to Procure Insurance. Failure on the part of Outfitter, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the Client may immediately terminate this Agreement.

OSD AGREEMENT #22-232

Positive Adventures, LLC Services Agreement Oxnard School District – Summer Programming – Day Camps and Overnight Retreats

This agreement (the "Agreement") is between *Positive Adventures, LLC* ("Outfitter") and *Oxnard School District* ("Client") and is effective as of the date of board approval by the Oxnard School District School Board on this Agreement ("Effective Date") who in consideration of the mutual agreements and covenants contained herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

Engagement. Client hereby engages Outfitter on an exclusive basis and Outfitter accepts engagement as an independent contractor to Client, pursuant to the terms set out in this Agreement.

Compensation. Client agrees to pay for services rendered under this Agreement in accordance with Exhibit A, plus all applicable state and local taxes that may be payable by Client, including but not limited to sales/use tax, excise tax, and gross receipts tax.

Outfitter Services. The outfitter will provide a series of "Educational Outdoor Programs" (the "Programs") for the summer extended learning program

The Program includes various program components in the Summer of 2023.

Summer 2023: Program Components

Overnight Retreats @ Ocean Mesa Campground, Goleta CA

3 Day/2 Night camping experiences, Tues-Thursday, for up to 60 students

Adventure Day Camps @ Various Oxnard, CA locations: Tues, Wed, Thurs, and Friday 8:30 pm-2:00 pm for up to 90 students

Summer 2023 Dates:

Overnight Retreats:

Session #1 June 20th-22nd

Session #2 June 27th-29th

Session #3 August 1st-3rd

****Option for an Additional Session #4 August 8th-10th

Adventure Day Camps:

Session #1 June 19th-22nd

Session #2 June 26th-29th

Session #3 July 31st- August 3rd

****Option for an Additional Session #4 August 8th-11th

The Programs are facilitated and instructed using experiential education methods, including, but not limited to

- Experiential Leadership Development Experiences
- Team Building Activities Focused on Social and Emotional Learning
- Adventure Education focused on leadership development, team skills, and health and wellness.

Location/Time: The location for the Program will be held at the following locations or an alternative location(s) mutually agreed by Outfitter and Client. The specific times of programming will be determined in the operations phase.

Overnight Retreats: Ocean Mesa Campground and El Cap State Beach: 100 El Capitan Terrace Ln, Goleta, CA 93117

Summer Day Camps: Channel Islands Harbor, Boulder Dash Indoor Climbing, On-School Campus Locations, Arroyo Verde Park

Outfitter Responsibilities Overnight Retreats

- Provide an experience-based program, as indicated above and below;
- Provide staff to student ratios for all activities that are in accordance with Positive Adventures' standards;
- Provide direct supervision of students between the hours of 8:00 am-4:00 pm, 5:00 pm-9:00 pm
- Maintain current liability insurance, as indicated below;
- Provide tent camping accommodations for all participants
- Provide 6 meals beginning with Dinner and ending with lunch
- Provide 6 Positive Adventures staff. 1 for each group and 1-course director
- Information about the Program will be provided to the Client;
- Outfitter shall ensure that all of its staff that have contact with the Client's students during the Program have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen;
- Outfitter shall have an emergency response plan in place for emergencies that may occur during the Program, including, but not limited to, natural disasters and medical emergencies. A document outlining Outfitter's emergency response plan will be provided to the Client for review prior to the Program start date;
- Outfitter is responsible for safely securing and keeping private all Personal Health Information provided by the Client. In the event there is an accidental or intentional disclosure of the Personal Health Information in the Outfitter's care, custody, or control, Outfitter is responsible for all costs incurred (fines, penalties, defense, indemnification & remediation) as a direct result of a such accidental or intentional disclosure;

Client and Program Participant Responsibilities Overnight Retreats

- Provide at least six (6) chaperones per trip for the duration of the Program;
- Provide transportation and travel to and from the Program Location; including an emergency vehicle to remain on-site at all times,
- Provide nighttime supervision of students between the hours of 8:30pm-8:00am. Positive Adventures is not responsible for any nighttime incidences outside of basic medical care in the event of an emergency.
- Distribute to all Program participants and chaperones, and collect from all Program participants and chaperones, signed Participant Program Information (including Medical History for and Release Form);
- Turn in completed outdoor education emergency forms separated into five (5) Trail Groups per school containing up to 15 students and at least one (1) chaperone in each Trail Group no later than 14 days prior to the Program (the "Packet Due Date");
- Inform Program participants about the nature of Program;
- Client must notify Outfitter of the final number of Program participants 14 days prior to the program date;
- Client will return the majority of the completed Program participant information, waivers and medical forms, to Outfitter by Packet Due Date, as well applicable information, waiver and medical forms required for Program chaperones. Client shall coordinate with Program participants in order to ensure the timely return of completed Program participant information, waivers and medical forms. It is understood and agreed by both Outfitter and Client that, due to late Program participant enrollment, several Program participant information, waiver and medical forms may be turned in after this due date. In order to give Outfitter adequate review time for any potential risk management issues, Client must provide Outfitter any and all late Program participant forms as soon as reasonably practical on Client's receipt of the late forms. Should late forms be flagged by Outfitter at Outfitter's sole discretion, Client agrees and accepts that there is the potential of delaying involvement of certain Program participants in the Program until the risk is mitigated and resolved to the reasonable satisfaction of Outfitter;
- When Client returns Program participant and/or Program chaperone information, waiver and/or medical forms after the Packet Due Date, it is understood and agreed by both Client and Outfitter that Outfitter may be unable to accommodate the medical needs and any individual needs of any and all Program participants or Program chaperones where forms are received late;
- Designate certain individuals and/or entities as "on-call personnel," who will be contacted by Outfitter in the event of an emergency or evacuation during the Program (the "On-Call Personnel"). By the Packet Due Date, Client will notify Outfitter of the designated On-Call Personnel, and provide Outfitter with the contact information and location of the On-Call Personnel;

Outfitter Responsibilities Summer Day Camps

- Provide an experience-based program, as indicated above and below;
- Provide staff to student ratios for all activities that are in accordance with Positive Adventures' standards;
- Maintain current liability insurance, as indicated below;
- Provide guided hiking, kayaking, indoor gym climbing and on-campus team building experiences for up to 90 campers each day/30 per activity
- Information about the Program will be provided to the Client;
- Outfitter shall ensure that all of its staff that have contact with Client's students during the Program have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen;
- Outfitter shall have an emergency response plan in place for emergencies that may occur during the Program, including, but not limited to, natural disasters and medical emergencies. A document outlining Outfitter's emergency response plan will be provided to Client for review prior to the Program start date;
- Outfitter is responsible to safely secure and keep private all Personal Health Information provided by Client. In the event there is an accidental or intentional disclosure of the Personal Health Information in Outfitter's care, custody or control, Outfitter is responsible for all costs incurred (fines, penalties, defense, indemnification & remediation) as a direct result of such accidental or intentional disclosure;

Client and Program Participant Responsibilities Summer Day Camps

- Provide at least eight (6) chaperones for the duration of the Program;
- Provide transportation and travel to and from the Program Location; Emergency Vehicle will remain on site at all times.
- Distribute to all Program participants and chaperones, and collect from all Program participants and chaperones, signed Participant Program Information (including Medical History for and Release Form);
- Turn in completed outdoor education emergency forms separated into seven (7) Trail Groups per school containing up to 14 students and at least one (1) chaperone in each Trail Group no later than 14 days prior to the Program (the "Packet Due Date");
- Inform Program participants about the nature of Program;
- Client must notify Outfitter of the final number of Program participants 14 days prior to the program date;
- Client will return the majority of the completed Program participant information, waivers and medical forms, to Outfitter by Packet Due Date, as well applicable information, waiver and medical forms required for Program chaperones. Client shall coordinate with Program participants in order to ensure the timely return of completed Program participant information, waivers and medical forms. It is understood and agreed by both Outfitter and Client that, due to late Program participant enrollment, several Program participant information, waiver and medical forms may be turned in after this due date. In order to give Outfitter adequate review time for any potential risk management issues, Client must provide Outfitter any and all late Program participant forms as soon as reasonably practical on Client's receipt of the late forms. Should late forms be flagged by Outfitter at Outfitter's sole discretion, Client agrees and accepts that there is the potential of delaying involvement of certain Program participants in the Program until the risk is mitigated and resolved to the reasonable satisfaction of Outfitter;
- When Client returns Program participant and/or Program chaperone information, waiver and/or medical forms after the Packet Due Date, it is understood and agreed by both Client and Outfitter that Outfitter may be unable to accommodate the medical needs and any individual needs of any and all Program participants or Program chaperones where forms are received late;
- Designate certain individuals and/or entities as "on-call personnel," who will be contacted by Outfitter in the event of an emergency or evacuation during the Program (the "On-Call Personnel"). By the Packet Due Date, Client will notify Outfitter of the designated On-Call Personnel, and provide Outfitter with the contact information and location of the On-Call Personnel;

Additional Responsibilities. Client and Outfitter each acknowledge and agree that additional responsibilities, in addition to those listed above, may be required of both Client and Outfitter before, during and after the Program. Similarly, certain responsibilities listed above may not apply to the current Program. In order to effectuate the intent of this Agreement and to provide the Program as agreed, in the most efficient manner, Client and Outfitter each agree to comply with any and all reasonable requests related to the addition and/or removal of Client and/or Outfitter responsibilities. Should any of the responsibilities listed above

with regard to Outfitter or Client not apply or not be necessary to the current Program, either Outfitter or Client will advise the other party of such removal of responsibility as soon as practicable.

Medical Form & Waiver. Program Paperwork including waivers and medical forms may be available to the Client in digital form. Digital outdoor education forms must be completed fourteen (14) days prior to the Program (the "Packet Due Date").

Mail All Program Participant and Program Chaperone Medical Forms and Waivers Using a Tracked Carrier To:

Positive Adventures, LLC
Attention: Outdoor Education Department
4907 Morena Blvd, Suite 1401
San Diego, CA 92117

Compensation: Client agrees to pay the fees to Outfitter as provided on Exhibit A attached hereto and incorporated herein.

Emergency Contact: Outfitter's emergency contact number is 858-239-4400. Client will provide emergency contact phone number(s) for its On-Call Personnel to Outfitter by the Packet Due Date.

Cancellation: In the sole discretion of the Outfitter, Outfitter reserves the right to substitute Program offerings, venues, or activities due to weather, natural disasters, program participant and/or Client readiness, or any and all other unforeseen circumstances including Force Majeure events. In the event the Program is canceled for reasons listed above or otherwise, Outfitter will substitute a different location or day-trips on the same dates as the originally scheduled program. Client acknowledges and agrees that Outfitter incurs an increasing amount of expenses as the scheduled Program approaches, including expenditures related to business overhead, regardless of whether the Program takes place. If prior to cancellation Outfitter incurs any non-refundable expenditures, the Client will be invoiced for these amounts.

Client and Outfitter agree to the following refund schedule if either party cancels the scheduled Program and/or Program service, including due to a Force Majeure event:

- The Deposit is non-refundable;
- In the event of a government-ordered lockdown due to pandemic or other circumstances that make it impossible for Outfitter to substitute trips, the Deposit may be transferred to a new date(s) within 6 months of the originally scheduled program.
- For any change to the Program more than thirty (30) days before the Program start date, the Outfitter will retain or invoice Client for any additional charges incurred by the Outfitter related to the additions and/or changes made to the Program by Client;
- In the event the Program is canceled with less than thirty (30) days' notice, Client must pay the total Program fee, including any additional charges incurred by Outfitter related to the additions and/or changes made to the Program by Client.

Authority. Outfitter provides the Services as an independent contractor. Notwithstanding anything to the contrary in this Agreement, neither Client nor Outfitter may bind the other in any way, whether orally or in writing. The parties acknowledge that neither Outfitter nor any agent, employee, officer, representative or independent contractor of or retained by Outfitter is or may be deemed to be an employee, partner, joint venturer or agent of or with Client by reason of this Agreement.

Other Vendors. Client agrees that Outfitter may arrange for independent contractors and third-party vendors to provide certain services to Client. While Outfitter ensures that all Outfitter staff that are brought into contact with Client's students during the Program will have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen, Outfitter does not represent, and Client expressly acknowledges, that any and all independent contractors and/or third party vendors brought by Outfitter into contact with the Client will have satisfactorily passed a background check for criminal records including sexual abuse and molestation or completed a live scan biometric fingerprint screen.

Confidentiality. From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") information about its business affairs, products/services, confidential

intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its directors, officers, employees, agents, advisors or consultants ("Representatives"); (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section caused by any of its Representatives. On the expiration or termination of this Agreement, the Receiving Party shall promptly return, and shall require its Representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section. The terms of this Agreement are in addition to the terms of any separate non-disclosure agreement in effect between the parties, and in the event of any inconsistency between the terms of such agreements, those terms which are most protective of the Confidential Information shall prevail.

Insurance and Indemnification. Client will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Outfitter and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs), arising out of or relating to the Program, in each case whether or not caused by the negligence of Outfitter or any other Indemnified Party and whether or not the relevant claim has merit, except for third party claims that directly arise out of Program Services that are staffed, supervised, or controlled directly and solely by Outfitter.

Outfitter will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Client and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs) directly caused by the negligence of Outfitter and whether or not the relevant claim has merit, except for claims that arise out of Program services that are staffed, supervised or controlled by Client or where Outfitter personnel are not present or responsible for Client (i.e. free time, after 8:30 pm, overnight, and morning before 8 am).

Insurance.

- Ten (10) days prior to the start of Program, certificates of insurance evidencing the following will be provided by each respective party to the other, and shall evidence the continuous and uninterrupted insurance coverage throughout the term of the Program(s). Both parties shall list the other as an "additional insured," including a mutual waiver of subrogation unless specifically modified below.
- All insurance policies to be written on an "occurrence form."
- Each insurance policy shall name the respective party as an additional insured, with the exception of the workers compensation policy, which will provide evidence of the coverage.
- Insurance carriers shall be California admitted and rated by the most current edition of AM Best at least A- / IX.

- Commercial General Liability insurance policy limits must be at least \$2 Million each occurrence and \$4 Million annual aggregate, and must cover all activities, programs, products, and completed operations of the insured. There must be no exclusion for sexual abuse or molestation. Policy limits for sexual abuse and molestation will meet all district requirements.
- Commercial Automobile insurance policy with a minimum limit of \$1 Million combined single limit.
- Evidence of California Workers' Compensation insurance coverage, including a waiver of subrogation in favor of Client is also required. Outfitter shall also require all of its subcontractors, vendors, independent contractors to maintain the same types and limits and extensions of insurance required of Outfitter under this contract.
- Copies of insurance policies may be requested by either party.
- No insurance policy may be cancelled without thirty (30) days' prior written notice to the other party to this Agreement.
- Since it is believed to be a responsibility of participants, Outfitter does not provide health, medical, dental, vision, or accident insurance to cover Program participants. Program participants who are not covered by other policies are encouraged to purchase trip insurance for the duration of the Program.

Permits/Licenses. Outfitter agrees to secure and maintain in force all permits and licenses required by law for the provision of the services in the Agreement.

Affirmative Action Employment. Outfitter and Client agree not to engage in unlawful discrimination or harassment in employment of persons of any protected class.

Warranties and Disclaimer. OUTFITTER PROVIDES THE SERVICES "AS-IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. OUTFITTER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE SERVICES, OR THAT THE SERVICES WILL YIELD ANY PARTICULAR RESULT. Client represents and warrants that all Confidential Information provided by Client to Outfitter in connection with the Services are owned by Client and Outfitter's use of Confidential Information will not violate or infringe upon the intellectual property or proprietary rights of any third party or violate any law, rule or regulation.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUTFITTER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). IN NO EVENT WILL OUTFITTER'S LIABILITY TO CLIENT OR ANY THIRD PARTY EXCEED (IN THE AGGREGATE) THE AMOUNT PAID BY CLIENT TO OUTFITTER FOR SERVICES RENDERED.

Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California.

Venue and Jurisdiction. All actions and proceedings arising in connection with this Agreement must be tried and litigated exclusively in the state and federal courts located in San Diego County, California. Prior to litigating or formally arbitrating any dispute arising out of this Agreement, Outfitter and Client agree to first meet and confer within seven (7) day of receiving notice of a dispute and work together to resolve the dispute informally. If such meet and confer efforts are not successful, the parties may mutually agree to submit any dispute arising out of this Agreement to mediation and proceed to arbitration or litigation only if mediation is unsuccessful.

Counterparts and Exhibits. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document. Signature pages to this Agreement may be delivered to a party by fax, pdf or similar electronic means and such pages shall constitute an original for all purposes under this Agreement. All exhibits attached to and referenced in this Agreement are incorporated into this Agreement.

Attorneys' Fees. The prevailing party(ies) in any litigation, arbitration, mediation, bankruptcy, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the non-prevailing party(ies) all costs, expenses, and reasonable attorney's fees (including expert witness fees and other reasonable fees and costs) relating to or

arising out of (i) the Proceeding (whether or not the Proceeding proceeds to judgment), and (ii) any post-judgment or post-award proceedings, including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding and all appeals. All such judgments and awards must contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorneys' fees.

Modification. This Agreement may only be materially modified in a writing executed by both parties.

Headings. The paragraph headings in this Agreement: (i) are included only for convenience, (ii) do not in any manner modify or limit any of the provisions of this Agreement, and (iii) may not be used in the interpretation of this Agreement.

Prior Understandings. This Agreement and all documents specifically referred to and executed in connection with this Agreement: (i) contain the entire and final agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and (ii) supersede all negotiations, stipulations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter that precede the execution of this Agreement.

Partial Invalidity. Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability unless such provision or the application of such provision is essential to this Agreement.

Successors-in-Interest and Assigns. Outfitter may, without the consent of Client, assign this Agreement or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate of Outfitter. This Agreement may not be otherwise assigned without the written consent of both parties, which will not be unreasonably withheld. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under this Agreement on any person or party other than the parties hereto and their respective successors and assigns. As used herein, the term "Affiliate" shall mean any corporation or other business entity controlled by, controlling or under common control with such party.

Notices. Any Notice or other communication required under this Agreement ("Notice") must be in writing. Notice is duly given to another party upon: (i) hand delivery to the other party, (ii) receipt by the other party when sent by email to the address and number for such party set forth below (provided, however, that the Notice is not effective unless a duplicate copy of the email Notice is promptly given by one of the other methods permitted under this paragraph), (iii) three (3) business days after the Notice is deposited with the United States Postal Service as first-class, certified mail, return receipt requested, postage pre-paid, and addressed to the party as set forth below, or (iv) the next business day after the Notice is deposited with a reputable overnight delivery service, postage pre-paid, addressed to the party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To Outfitter: Positive Adventures, LLC
 Attn: Positive Adventures CEO
 4907 Morena Blvd, Suite 1401
 San Diego, CA 92117
 Melissa@positiveadventures.com

To Client: Oxnard School District
 Attn: Ginger Shea
 1051 South A Street
 Oxnard, CA 93030
 805-636-6705
 gshea@oxnardsd.org

Waiver. Any waiver of a default or provision under this Agreement must be in writing. No such waiver constitutes a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a party in

the exercise of any of its rights or remedies constitutes a waiver of (or otherwise impairs) such right or remedy. A consent to or approval of an act does not waive or render unnecessary the consent to or approval of any other or subsequent act.

Drafting Ambiguities. Each party to this Agreement has reviewed and revised this Agreement and has had the opportunity to have such party's legal counsel review and revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment to this Agreement.

Third Party Beneficiaries. Nothing in this Agreement is intended to nor shall confer any rights or remedies on any person or entity other than the parties to this Agreement and their respective successors-in-interest and permitted assignees.

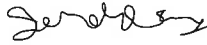
Force Majeure. The obligations of Outfitter hereunder shall be excused during any period of delay caused by matters such as strikes; acts of God; pandemics; epidemics; natural disasters including, but not limited to fires and floods; shortages of raw material or power; governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order; or any other matter beyond the reasonable efforts of Outfitter to control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

[Continued on following page]

Signors are authorized by the parties to sign for the organizations:

For Positive Adventures, LLC:



Signature

Jered Cherry

Name

Managing Director/Owner

Title

4/24/2023

Date

For Oxnard School District:



Signature

Lisa A. Franz

Name

Director, Purchasing

Title

4-21-2023

Date

EXHIBIT A

Compensation:

Summer 2023 Programming

Overnight Retreats:

Client shall pay US \$450 per student, \$325 per chaperone for each Program. The minimum fee for each Program is US \$28,950.00 per retreat (60 students/6 chaperones) (the "Minimum Program Tuition"). \$450 for each additional student and \$325 for each additional chaperone.

Total Minimum tuition for 3 Overnight Retreats: \$86,850.00

Summer Day Camps:

Client shall pay US \$500 per student, \$200 per chaperone for each Program. The minimum fee for this Program is US \$46,200.00 per week (90 students, 6 chaperones) (the "Minimum Program Tuition"). \$500 each additional student and \$200 each additional chaperone.

Total Minimum Tuition for 3 Summer Day Camps: \$138,600

Minimum Program Tuition Total for Summer 2023: \$225,450.00

***Additional Session- August 8th-11th may be added before April 30th, 2023.

If any additions or changes are made before or during the Program, and additional charges are incurred by Outfitter related to the additions and/or changes made to the Program, an invoice shall be provided by Outfitter to Client immediately after the Program (the "Additional Charges Invoice"). The Additional Charges Invoice provided after the Program, if applicable, will include costs associated with any and all additional Program participants over the required minimum, as well as any and all activity fees for any Program activities requested by Client that are above and beyond the scope of this Agreement. Where required by law, appropriate sales tax will be charged to taxable items.

Payment of the Additional Charges Invoice, if applicable, shall be due by Client within two weeks of the date of the Additional Charges Invoice.

Payment Schedule: A copy of this signed Agreement, received by the Outfitter at the address listed above by no later than March 31st shall reserve the Program dates and venue identified at the top this Agreement. Client agrees to pay a non-refundable deposit ("First Deposit") upon signing and agrees to the following payment schedule for each Program:

Deposit Type	Amount Due	Due Date
First Deposit/Payment	\$112,725.00	Pending Board Approval
Second Payment	\$112,725.00	June 15th, 2023
Total Payment	\$225,450.00	June 15th, 2023

Remit Payment to:

Positive Adventures, LLC
4907 Morena Blvd, Suite 1401
San Diego, CA 92117

Late Fee Penalty: If the total \$225,450.00 Minimum Program Tuition is not received by the balance due date indicated in the above payment schedule, a 18 percent (18%) annum, or the maximum allowed by law, late charge shall be added each week to the balance due until the full Minimum Program Tuition is received. If an Additional Charges Invoice is issued by Outfitter to Client, and the balance of the Additional Charges Invoice is not paid within two weeks of Client's receipt, an eighteen percent

(18%) annum, or the maximum allowed by law, late charge will be added each week to the balance of the Additional Charges Invoice until the balance is paid.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #23-73 – Ventura County Office of Education (DeGenna/Haber)

Ventura County Office of Education will provide collaborative support for Oxnard School District TK-5 Math teachers and administrators.

Term of the Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

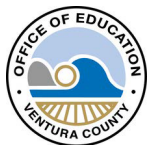
Not to exceed \$22,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Interim Superintendent, and the Manager, Mathematics, that the Board of Trustees ratify Agreement #23-73 with Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-73, Ventura County Office of Education \(3 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into _____ by and between _____ (Date)

_____ (hereinafter referred to as "Local Educational Agency" or "LEA") and _____ (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

LEA
Street Address
City, State, Zip code

Contact Name
Contact Telephone Number
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.

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.

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.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys’ fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers’ compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

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VCOE Executive Director Internal Business Services	VCOE Signature	Date
--	----------------	------

Local Educational Agency Approval

LEA Business Office Administrator	Signature	Date
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STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on _____ and terminate on _____. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Compensation or Cost for Services	\$ _____
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

WORK SCHEDULE (if applicable):

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 02, 2023

Agenda Section: Section D: Action Items

Approval of a Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Valerie Cahue, Lissette Gonzalez, and Gabriella Torres for the 2023-24 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a BCLAD Waiver, as described under Education Code 44265.3, for Valerie Cahue to serve as a Dual Language Instruction (DLI) 1st grade teacher at Elm Street School, Lissette Gonzalez to serve as a Dual Language Instruction (DLI) TK teacher at Lemonwood School, and for Gabriella Torres to serve as a Dual Language Instruction (DLI) TK teacher at Elm for the 2023-24 school year until the employees receive a BCLAD.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: August 02, 2023

Agenda Section: Section D: Action Items

Approval of a Special Education Program and CBEST Waiver for Rosemary Ramirez for the 2023-2024 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for the Variable Term Service Waiver in Special Education and CBEST for Rosemary Ramirez, to serve as a Special Education Teacher in a Mild to Moderate class at Lopez Academy in grades 6-8 for the 2023-24 school year.

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 Special Education Program and CBEST waiver, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

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

- June 7, 2023 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

Attached: [Minutes June 7 2023 Regular Board Meeting \(17 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Jarely Lopez, Clerk

Rose Gonzales, Member

MaryAnn Rodriguez, Member

Monica Madrigal Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.

District Superintendent

Dr. Anabolena DeGenna

Associate Superintendent,

Educational Services

Valerie Mitchell, MPPA

Assistant Superintendent, Business

& Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent, Human

Resources

MINUTES

REGULAR BOARD MEETING

Wednesday, June 7, 2023

5:00 PM - Open Meeting

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:03 p.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, Jarely Lopez and Veronica Robles-Solis. Trustee Madrigal Lopez arrived during closed session. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Julian Adams, 8th grade student at Fremont School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Juliean Navarro, 8th grade student at Fremont School, read the district's Mission and Vision Statement in English. Ashley Balderas, 8th grade student at Fremont School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Fremont School

David De Los Santos, Principal, provided a presentation about Fremont School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #22-204 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.6. Recognition of Indian Education Student of the Year (Aguilera-Fort)

The Board of Trustees and the Superintendent recognized Kilia Stewart, Marshall School student, as the Elementary Level Indian Education Student of the Year.

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

There were no comments.

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

A.8. Closed Session

The Board convened to closed session at 5:32 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
OAH Case No. 2023040572
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of
Section 54956.9: 2 cases

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

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

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

The Board reconvened to open session at 7:10 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #22-205 Approval of Settlement Agreement – OAH Case No. 2023040572

Mover: Jarely Lopez

Secunder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

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

Motion #22-206 Approval of Settlement and Release Agreement – No. 22-247

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Motion #22-207 Approval of Settlement and Release Agreement – No. 22-248

Mover: Jarely Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Motion #22-208 Appointment of Dr. Aracely Fox as Executive Director, Teaching & Learning

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica

Madrigal Lopez

Motion Result: Passed

A.11. Recognition of Publishing of New Digital Books in Indigenous Mixteco Language (Aguilera-Fort)

Alberto Mendoza, Parent Support Liaison, Argelia Alvarado Zarate, Interpreter/Community Support Liaison, and Norma Zarate Cruz, Interpreter/Community Support Liaison, provided a presentation regarding the publishing of new digital books in indigenous Mixteco language.

A.12. Recognition of Parent Volunteers of the Year (Aguilera-Fort)

The Board of Trustees recognized Parent Volunteers of the Year from each of the district's schools for 2022-23:

Brekke - Jessica Joens

Chavez - Florencia Zavala

Curren - Araceli Madrigal

Driffill - Myriam Cervantes

Elm - Berta Martinez

Frank - Darren Breit

Fremont - Lisa Postas

Harrington - Laura Garcia

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

Kamala - Patricia Vargas
Lemonwood - Laura Barragan
Lopez - Chrisma Aguilar
Marina West - Alicia Iniguez
Marshall - Lucy Castillo
McAuliffe - Catherine Menendez Prebble
McKinna - Seyla Garcia
Ramona - Maria Guadalupe Cervantes
Ritchen - Ramses Bernal
Rose Avenue - Suzi Gonzalez
Sierra Linda - Carina Loera
Soria - Samantha Zimpelman

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

B.2. Public Hearing, Oxnard School District 2023-24 Local Control Accountability Plan (DeGenna)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, conducted a public hearing to open the public comment period for the Oxnard School District 2023-24 Local Control Accountability Plan (LCAP) prior to its adoption at the June 21, 2023 Board meeting.

B.3. Public Hearing: Oxnard School District 2023-24 Budget (Mitchell/Núñez)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, conducted a public hearing to open the public comment period for the Oxnard School District 2023-24 Budget prior to its adoption at the June 21, 2023 Board meeting.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #22-209 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

C.1. Request for Approval of Out-of-State Conference Attendance (DeGenna/Jefferson)

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

For Anne Marie Newman, Jasmine Melendez, Stephanie Novak, and Maria Isabel Garcia-Thomas to attend the UNC TEACCH Autism Program in Pittsboro, North Carolina, July 10-14, 2023, in the amount not to exceed \$3,900.00 per person, to be paid out of Special Education America Rescue Plan Funds.

C.2. Approval of Resolution #23-01 to Authorize Appropriation Transfers for 2023-2024 (Mitchell/Núñez)

As presented.

C.3. Approval of Resolution #23-02 for Authorization to Make Temporary Loans between District Funds for 2023/2024 (Mitchell/Núñez)

As presented.

C.4. Approval of Resolution #23-03: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2023 (Mitchell/Núñez) As presented.

C.5. Establishment of Positions (Torres/Fuentes)

As presented.

C.6. Personnel Actions (Torres/Fuentes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.7. Approval of Agreement/MOU #22-242 – Mobile Zoo of Southern California (DeGenna/Zaidi)

To provide a Barnyard Bonanza Petting Zoo and a Cool Critters Show for students at Ritchen, June 13, 2023, in the amount not to exceed \$1,872.00, to be paid out of Supplemental Concentration Funds.

C.8. Approval of Agreement #22-244 – Signet Controls, Inc. (Mitchell/Miller)

To provide Annual Remote Preventive Test and Inspection, Same Day Service Support, and Alerton Software Upgrade for the Alerton Energy Management and Control Systems located at Brekke, Ritchen, McAuliffe, Frank, Marshall, Curren, Kamala, Lopez, Fremont, Rose Avenue, Driffill, Harrington Soria & Chavez Schools, June 8, 2023 through June 30, 2024, in the amount of \$96,500.00, to be paid out of Routine Restricted Maintenance Funds.

C.9. Approval of Agreement/MOU #22-245 – Jolly Jumps (DeGenna/Cordes)

For rental fee for jolly jumpers at the year-end field days for PBIS student incentives, June 13, 2023 and June 15, 2023, in the amount not to exceed \$3,154.50, to be paid from Donation Funds.

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

C.10. Approval of Agreement #23-11 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Mitchell/Lugotoff)

For the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2023-24 fiscal year, the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.11. Approval of Agreement #23-12 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Mitchell/Lugotoff)

For the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2023-24 fiscal year, the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.12. Approval of Agreement #23-14 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Mitchell/Lugotoff)

For the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2023-24 school year, the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.13. Approval of Agreement/MOU #23-17 – Catalyst Family (DeGenna/Valdes)

To establish the terms for the use of classroom space at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026, in the amount of \$3,396.00 per month paid to Oxnard School District by Catalyst Family.

C.14. Approval of Agreement/MOU #23-18 with Ventura County Children & Families First Commission for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)

For use of office space at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026, in the amount of \$6,000.00 per year to be paid to Oxnard School District.

C.15. Approval of Agreement/MOU #23-20 with Community Action Partnership of San Luis Obispo County, Inc. for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)

To establish the terms for the use of classrooms at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026, in the amount of \$2,500.00 per year to be paid to Oxnard School District.

C.16. Approval of Agreement #23-21, Panorama Education (DeGenna/Nocero)

To provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning, July 1, 2023 through June 30, 2024, in the amount not

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

to exceed \$207,700.00, to be paid out of the Prevention and Early Intervention Grant.

C.17. Approval of Agreement #23-22 – Hatching Results, LLC (DeGenna/Nocero)

To design and deliver high-quality, evidence-based professional learning for school counselors and administrators on the school counselors’ role in a multi-tiered system of support, conducting root-cause analysis, the delivery of evidence-based tiered interventions, effective district-wide systems, and leadership practices, July 1, 2023 through June 30, 2024, in the amount of \$90,000.00, to be paid out of Supplemental Concentration Funds.

C.18. Approval of Agreement #23-23, School Services of California (Mitchell)

To assist the district with a variety of educational program, human resources, fiscal and facilities matters both from District planning and implementation perspective, July 1, 2023 through June 30, 2024, in the amount not to exceed \$31,500.00, to be paid out of the General Fund.

C.19. Approval of Agreement #23-24 – The California Education Partners (DeGenna) For

ON Track Collaboration to make college access a reality for all students, July 1, 2023 through June 30, 2026, in the amount of \$90,000.00 per year, to be paid out of Supplemental Concentration Grant Funds.

C.20. Approval of Agreement #23-25 – Tri-Signal Integration, Inc. (Mitchell/Miller)

To provide Annual Fire Alarm System Test and Inspection services, July 1, 2023 through June 30, 2024, in the amount of \$69,465.00, to be paid out of Routine Restricted Maintenance Funds.

C.21. Approval of Agreement #23-26 – 1st Maker Space, Inc. (DeGenna/Shea)

To provide professional development focused on hands-on, best practices in makerspace implementation for the Expanded Learning Program throughout the Oxnard School District, to be piloted at McAuliffe School July 1, 2023 through June 30, 2024, in the amount of \$13,215.98, to be paid out of ELOP Funds.

C.22. Approval of Agreement #23-54 – CatapultK12/WeTip 2.0 (DeGenna/Nocero)

To provide fully anonymous reporting of bullying, harassment, vandalism, discrimination, and other concerns for students, parents, and school communities, July 1, 2023 through June 30, 2024, costs to be paid by VCSSFA JPA.

C.23. Approval of Agreement #23-59 – School Services of California (Aguilera-Fort)

To conduct an analysis of the operational structure of the Special Education department and its alignment with the organization, June 8, 2023 through October 31, 2023, in the amount of \$60,700.00 plus expenses, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

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

C.24. Ratification of Amendment #2 to Agreement #22-115 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)

To adjust the allocation for training on CAPDOTS, including retest and IEP reporting, for the Special Education Department through the end of the 2022-2023 fiscal year, in the amount not to exceed \$2,000.00, to be paid out of Special Education Funds.

C.25. Ratification of Agreement #22-243 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

For Special Circumstances Paraeducator Services (SCP's) for students #JM111710, #LJ071616, and #MA102113, including Extended School Year, in the amount of \$44,405.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Presentation of Project Concept and Construction Documents for Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities and Approval of Construction Documents to be Submitted to Division of State Architect (Mitchell/Miller/CFW)

Ernesto Flores with Caldwell, Flores Winters provided a presentation regarding the project concept and construction documents for the Driffill Elementary School Improvement Project. Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended the Board's acceptance of the construction plans and approval for their submission to the Division of the State Architect (DSA).

Motion #22-210 Approval of Construction Documents for Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities, to be Submitted to Division of State Architect

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.2. Resolution No. 22-34 – Declaring Intention to Grant Right of Way to the City of Oxnard and Setting a Date for a Public Hearing (Mitchell/Miller)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented Resolution No. 22-34 Declaring Intention to Grant Right of Way to the City of Oxnard and Setting a Date for a Public Hearing for the Board's adoption.

Motion #22-211 Adoption of Resolution No. 22-34 Declaring Intention to Grant Right of Way to the City of Oxnard and Setting a Date for a Public Hearing

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

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.3. Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) 2021-22 Collective Bargaining Agreement (Torres)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented revisions to the Oxnard School District and California School Employees Association, Chapter 272 ("CSEA") 2021-22 Collective Bargaining Agreement for the Board's approval.

Motion #22-212 Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) 2021-22 Collective Bargaining Agreement

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.4. Approval of Variable Term Service Waivers in Speech Language Pathology for Diana Diaz, Natalie Gabrie, Stephanie Gutierrez, Alexa Hanson, Keely Henkel, Christina Kennedy, and Elizabeth Navarro for the 2023-24 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of Variable Term Service Waivers in Speech Language Pathology for Diana Diaz (Chavez K-8), Natalie Gabrie (Marina West K-5), Stephanie Gutierrez (Ritchen K-5), Alexa Hanson (Curren K-8), Keely Henkel (Ramona/McKinna K-5), Christina Kennedy (Frank 6-8), and Elizabeth Navarro (Driffill K-8) for the 2023-24 school year.

Motion #22-213 Approval of Variable Term Service Waivers in Speech Language Pathology for Diana Diaz, Natalie Gabrie, Stephanie Gutierrez, Alexa Hanson, Keely Henkel, Christina Kennedy, and Elizabeth Navarro for the 2023-24 School Year

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.5. Approval of a Variable Term Service Waiver in Pupil Personnel Services for Linda Truax

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

for the 2023-24 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Variable Term Service Waiver in Pupil Personnel Services for Linda Truax for the 2023-24 School Year.

Motion #22-214 Approval of a Variable Term Service Waiver in Pupil Personnel Services for Linda Truax for the 2023-24 School Year

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.6. Approval of Variable Term Waivers: Pupil Personnel Services Credential, School Counseling for Ruby Marron and Heather Brown, Behavior Specialist Program Coordinators, for the 2023-2024 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of Variable Term Waivers for a Pupil Personnel Services Credential, School Counseling for Ruby Marron and Heather Brown to serve as K-8 Behavior Specialist: Program Coordinators in the Special Education Department for the 2023-24 school year.

Motion #22-215 Approval of Variable Term Waivers: Pupil Personnel Services Credential, School Counseling for Ruby Marron and Heather Brown, Behavior Specialist Program Coordinators, for the 2023-2024 School Year

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.7. Approval of Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Avigail Heilmann for the 2023-24 School Year

(Torres/Carroll) Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of an Emergency Bilingual Cross-Cultural Language in Academic Development ("BCLAD") Waiver for Avigail Heilmann to serve as a TK Biliteracy Teacher at Elm School for the 2023-24 School Year.

Motion #22-216 Approval of Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Avigail Heilmann for the 2023-24 School Year

Mover: Rose Gonzales

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

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.8. Approval of New Classification and Job Functions for Manager of Federal and State Grants (Categorically Funded) (Torres/DeGenna)

Dr. Natalia Torres, Assistant Superintendent, Human Resources and Dr. Ana DeGenna, Associate Superintendent, Educational Services, recommended the Board's approval of the new classification and job functions for Manager of Federal and State Grants (Categorically Funded).

Motion #22-217 Approval of New Classification and Job Functions for Manager of Federal and State Grants (Categorically Funded)

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.9. Approval of New Classification and Job Functions for TK-6 Bilingual School Teacher (Torres/DeGenna)

Dr. Natalia Torres, Assistant Superintendent, Human Resources and Dr. Ana DeGenna, Associate Superintendent, Educational Services, recommended the Board's approval of the new classification and job functions for TK-6 Bilingual School Teacher.

Motion #22-218 Approval of New Classification and Job Functions for TK-6 Bilingual School Teacher

Mover: MaryAnn Rodriguez

Secunder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.10. Approval of Revisions to 2023-24 Classified Salary Schedule (Torres/Fuentes)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the revisions to the 2023-24 Classified Salary Schedule.

Motion #22-219 Approval of Revisions to 2023-24 Classified Salary Schedule

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

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.11. Approval of Interim Superintendent Employment Agreement (Robles-Solis/Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, presented the employment agreement for Dr. Anabolena DeGenna as Interim Superintendent for the Board's consideration.

Motion #22-220 Approval of Employment Agreement for Dr. Anabolena DeGenna as Interim Superintendent

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.12. Approval of Cabinet Member Contract Amendments (Robles-Solis/Aguilera-Fort)

The contract amendments for Dr. Karling Aguilera-Fort, Superintendent and Dr. Anabolena DeGenna, Associate Superintendent, Educational Services, were presented for the Board's consideration.

Motion #22-221 Approval of Contract Amendments for Dr. Karling Aguilera-Fort, Superintendent and Dr. Anabolena DeGenna, Associate Superintendent, Educational Services

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

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

The Board approved the minutes of the May 17, 2023 Regular Board meeting as presented.

The May 26, 2023 Special Board meeting minutes will be revised and brought back for approval at a future meeting.

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

Motion #22-222 Approval of Minutes of Board Meetings as Presented – May 17, 2023 Regular Meeting

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - Revision to AR 5113 Absences and Excuses (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to AR 5113 Absences and Excuses for First Reading. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

F.2. First Reading - Revision to AR 5131.41 Use of Seclusion and Restraint (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to AR 5131.41 Use of Seclusion and Restraint for First Reading. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

F.3. First Reading - Revision to AR 5144 Discipline (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to AR 5144 Discipline for First Reading. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

F.4. First Reading - Revision to AR 5144.1 Suspension and Expulsion/Due Process (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to AR 5144.1 Suspension and Expulsion/Due Process for First Reading. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

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

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to AR 5144.2 Suspension and Expulsion/Due Process for First Reading. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

F.6. First Reading - Revision to BP/AR 6173 Education for Homeless Children (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to

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

BP/AR 6173 Education for Homeless Children for First Reading. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

F.7. First Reading Revision to BP/AR 6173.1 Education for Foster Youth (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to BP/AR 6173.1 Education for Foster Youth for First Reading. The revised policy will be presented for Second Reading and Adoption at the June 21, 2023 Board meeting.

Section G: CONCLUSION

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

Dr. Karling Aguilera-Fort

- Superintendent Fellows
- OSD Creates
- Pathway to Biliteracy Gala
- OSD Student Profile
- Marshall 20th Anniversary Celebration
- OSD Asian American Pacific Islander Meet and Greet
- OSD Juneteenth Celebration Pride Month
- Congratulations to Parent Volunteers & Indian Education Student of the Year
- Congratulations to Dr. Ana DeGenna
- Remembering Wayne Saddler
- Remembering Elaine J. Herrera

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

MaryAnn Rodriguez

- Looking forward to attending promotions

Monica Madrigal Lopez

- Thank you to everyone in the district that contributed to OSD Creates Showcase
- Thank you to Dr. Aguilera-Fort
- Looking forward to working with Dr. DeGenna

Rose Gonzales

- Thank you to Mr. De Los Santos and Fremont for attending
- Thank you to parent volunteers for attending the meeting
- Thank you to everyone that contributed to OSD Creates
- Enjoyed Marshall 20th Anniversary Celebration
- Biliteracy Galas were fantastic - thank you to Dr. Fox and Erica Murillo de Jeronimo for putting them together
- Attended ELAC meeting at Curren

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

- Visited Fremont Wellness Center - wonderful to see students participating
- Toured Marina West with Principal Gonzales Nares
- Attended meeting with Fremont staff members
- Wishes everyone the best as they close the school year
- Looks forward to attending promotions

Jarely Lopez

- thank you to Kilia Stewart for attending for the Indian Education Student Award
- thank you for recognizing the Mixteco community via published books
- recognized Dr. Aguilera-Fort for making space for Dr. DeGenna to shine
- thank you to the parents
- shout out to everyone that has contributed to graduating high schoolers

Veronica Robles-Solis

- looking forward to hearing from graduating students
- thank you to parent volunteers
- thank you to the Board for approving showcasing what our district is currently doing
- will keep in touch with Dr. Aguilera-Fort
- looking forward to working with Dr. DeGenna

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 9:22 p.m.

Motion to adjourn

Mover: Rose Gonzales

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Anabolena DeGenna, Ed.D.



Interim District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 2nd day of August, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of June 7, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
June 7, 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 02, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading–Revisions to BP 3555 Nutrition Program Compliance (Mitchell/Lugotoff)

Board Policy BP 3555 Nutrition Program Compliance has been updated based on the recommendations by CSBA (California School Board Association). New language is underlined in red text and removed language appears with a strikethrough. The Board Policy will be presented for a second reading and adoption at the August 23, 2023 Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees receive the revision to BP 3555 Nutrition Program Compliance for First Reading. The revised policy will be presented for Second Reading and Adoption at the August 23, 2023 Board meeting.

ADDITIONAL MATERIALS:

Attached: [BP 3555 \(7 pages\)](#)

Policy 3555: Nutrition Program Compliance

Status: ADOPTED

Original Adopted Date: 10/19/2011

The **Governing** Board of Trustees recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her because of his/her race, color, national origin, gender, sex, sexual orientation, disability, or **on** any other basis prohibited by law, ~~in its implementation of such a program.~~

(cf. 0410 – Nondiscrimination in District Programs and Activities)

(cf. 3550 – Food Service/Child Nutrition Program)

(cf. 3552 – Summer Meal Program)

(cf. 3553 – Free and Reduced Price Meals)

(cf. 5030 – Student Wellness)

Compliance Coordinator

The Board **shall** designate ~~a~~ the compliance **coordinator** ~~officer~~ **for nutrition programs, who may also be the compliance officer(s)** specified in AR 1312.3 - Uniform Complaint Procedures, ~~as~~ coordinator of the district's efforts to comply with the laws governing its nutrition programs and to investigate any related **ensure compliance with the laws governing the district's nutrition programs.** complaints. Any complaint concerning the district's nutrition programs shall be investigated using the process identified in the section entitled "Procedures" in the district's AR 1312.3 – Uniform Complaint Procedures.

(cf. 1312.3 – Uniform Complaint Procedures)

The responsibilities of the compliance coordinator include, but are not limited to:

- 1. Providing the name of the compliance coordinator, the Section 504 coordinator, and Title IX coordinator, if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties**
- 2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff. The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service**
- 3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs**
- 4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants**

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities
8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet
9. Implementing procedures to process and resolve civil rights complaints, including alleged discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability, and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary
10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

The coordinator shall provide training on the laws, regulations, procedures, and directives related to the district's nutrition programs to district employees involved in administering them. The coordinator also shall develop procedures and systems that do not restrict the participation of individuals in the district's nutrition programs, based on their race, ethnicity, or disability, and that prevent district employees from incorrectly denying the applications for participation submitted by such individuals.

The coordinator shall develop and maintain a system for collecting racial and ethnic data of participants in the district's nutrition programs and shall, at least annually, report to the Board on whether the district's nutrition programs are effectively reaching eligible individuals and whether and where additional outreach may be needed.

(cf. 5022 - Students and Family Privacy Rights)

(cf. 5125 - Student Records)

When a significant number of participants or potential participants in the district's nutrition programs are only non-English speakers, the coordinator shall make an appropriate language translation available.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

(cf. 6174 - English Language Learners)

The coordinator also shall ensure that the district's nutrition programs accommodate the special dietary needs of any individual with a disability who has on file a medical statement that restricts his/her diet because of his/her disability.

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

Notifications

The **compliance** coordinator shall ensure that the U.S. Department of Agriculture's (**USDA**) "And Justice for All" **civil rights poster**, or **a substitute poster approved by USDA's Food and Nutrition Service**, other approved Nutrition Programs Civil Rights posters are **is** displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

Annually, **T**he **compliance** coordinator shall notify **the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs, including** all students, parents/guardians, and employees of program requirements **and program availability. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that** for filing a complaint; **may be filed anonymously or by a third party.** through the district's usual means of notification.

(cf. 4112.9/4212.9/4312.9 – Employee Notifications)

(cf. 5145.6 – Parental Notifications)

In addition, the **compliance** coordinator shall ensure that **all forms of communication available to the public regarding program availability shall contain**, every informational release, publication, or poster concerning the district's nutrition programs and/or activities includes, in a prominent location, **the most current version of the nondiscrimination statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.** the following statement:

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, menus, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

"In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating **A complaint alleging discrimination in the district's nutrition program(s)** on the basis of race, color, national origin, sex, **sexual orientation, gender identity**, age, religion, political beliefs, or disability **shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at any of the following: (5 CCR 15582).** In addition, California law prohibits discrimination on any basis identified in Government Code 12940.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."

Mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410

Phone: (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish)

Fax: (833) 256-1665 or (202) 690-7442

Email: program.intake@usda.gov

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

However, if the document is no more than one page and there is no room to print the full nondiscrimination statement, the district may instead use the statement "This institution is an equal opportunity provider" in the same print size as the rest of the text.

When a complaint is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 1500, Sacramento, CA 95814-2342 or call 916-445-0850 or 800-952-5609

2. Office of Civil Rights, USDA, Western Region, 90 Seventh Street, Suite 10-100, San Francisco, CA 94103 or call 415-705-1336 or fax 415-705-1364 or email Joe.Torres@fns.usda.gov

3. USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call 800-795-3272 or 202-720-6382 (TTY)

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses in relation to any child nutrition program specified in Education Code 49550-49564.5 shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints against a program operator that is not an educational agency shall be filed with or referred to CDE. (5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's duly authorized representative by phone, email, or letter. The 16 Policy Reference Disclaimer: complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

- 1. A statement that the district has violated a law or regulation relating to its child nutrition program**
- 2. The facts on which the statement is based**
- 3. The name of the district or the school against which the allegations are made**
- 4. The complainant's contact information**
- 5. The name of the student if alleging violations regarding a specific student**

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

	Description
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 42238.01	Definitions for purposes of funding
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49490-49590	Child nutrition programs
Pen. Code 422.6	Crimes; harassment

Federal References

	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs; effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex; effectuating Title IX
34 CFR 106.9	Severability
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
7 CFR 210.19	National School Lunch Program; additional responsibilities

7 CFR 210.23	National School Lunch Program; district responsibilities
7 CFR 215.14	Special Milk Program; nondiscrimination
7 CFR 215.7	Special Milk Program; requirements for participation
7 CFR 220.13	School Breakfast Program; special responsibilities of state agencies
7 CFR 220.7	School Breakfast Program; requirements for participation
7 CFR 225.11	Summer Food Service Program; corrective action procedures
7 CFR 225.3	Summer Food Service Program; administration
7 CFR 225.7	Summer Food Service Program; program monitoring
7 CFR 226.6	Child and Adult Care Food Program; state agency administrative responsibilities
7 CFR 250.15	Out-of-condition donated foods, food recalls, and complaints

Management Resources

California Department of Education
Publication

U. S. Department of Agriculture
Publication

U.S. Department of Agriculture
Publication

U.S. Department of Agriculture
Publication

U.S. DOE Office for Civil Rights
Publication

Website

Website

Website

Website

Website

Website

Description

Civil Rights and Complaint Procedures, U.S. Department of Agriculture Child Nutrition Programs, June 2018

USDA Nondiscrimination Statement, December 2022

Application of Bostock v. Clayton County to Program Discrimination Complaint Processing – Policy Update, CRD 01-2022, May 2022

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

Notice of Non-Discrimination, August 2010

U. S. Department of Agriculture, And Justice for All Posters

[CSBA District and County Office of Education Legal Services](#)

[U.S. Department of Agriculture, Office for Civil Rights](#)

[U.S. Department of Agriculture, Food and Nutrition Service](#)

[California Department of Education, Nutrition Services Division](#)

[U.S. Department of Education, Office for Civil Rights](#)

Cross References

Description

0410

[Nondiscrimination In District Programs And Activities](#)

1100

[Communication With The Public](#)

1312.1

[Complaints Concerning District Employees](#)

1312.1

[Complaints Concerning District Employees](#)

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
<u>1312.3-E(1)</u>	<u>Uniform Complaint Procedures -</u>
<u>1312.3-E(2)</u>	<u>Uniform Complaint Procedures -</u>
3312	Contracts
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
<u>3552</u>	<u>Summer Meal Program</u>
<u>3552</u>	<u>Summer Meal Program</u>
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4231	Staff Development
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5030	Student Wellness
5125	Student Records
5125	Student Records
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
<u>5145.13</u>	<u>Response To Immigration Enforcement</u>
<u>5145.13</u>	<u>Response To Immigration Enforcement</u>
5145.6	Parent/Guardian Notifications
5145.6-E-PDF(1)	Parent/Guardian Notifications
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
<u>9321</u>	<u>Closed Session</u>
<u>9321-E(1)</u>	<u>Closed Session</u>
<u>9321-E(2)</u>	<u>Closed Session</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 02, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading-Revisions to E 9270 Conflict of Interest (Mitchell)

Revisions the district's Conflict of Interest Code, E 9270 were made to designated positions due to new position titles created and the elimination of position titles. These changes will be forwarded to the County Clerk of the Board's office after the revised policy is adopted at second reading.

New language is underlined in red text and removed language appears with a strikethrough. The Board Policy will be presented for a second reading and adoption at the August 23, 2023 Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees receive the revision to E 9270 Conflict of Interest for First Reading. The revised policy will be presented for Second Reading and Adoption at the August 23, 2023 Board meeting.

ADDITIONAL MATERIALS:

Attached: [E 9270 \(3 pages\)](#)

CONFLICT OF INTEREST**Conflict of Interest Code of the
Oxnard School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the enclosed Appendix. Persons holding positions designated in the Appendix shall file Form 700 Statements of Economic Interests with the filing officer specified for that position in said Appendix. The respective filing officer shall make the statements available for public review and inspection.

APPENDIX**Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

<u>Designated Position</u>	<u># of Positions</u>	<u>Disclosure Category</u>	<u>Filing Officer *</u>
Board of Trustees Members	5	3	COB
Personnel Commission Members	3	1	OSD
District Superintendent	1	3	OSD
Associate Superintendent	1	1	OSD
Assistant Superintendent	2	1	OSD
<u>Executive Director, Teaching and Learning</u>	<u>1</u>	<u>2</u>	<u>OSD</u>
Chief Information Officer	1	2	OSD
Director, Certificated Human Resources	1	2	OSD
Director, Child Nutrition Services	1	2	OSD
Director, Classified Human Resources	1	2	OSD
Director, Enrichment and Specialized Programs	1	2	OSD
Director, Facilities	1	2	OSD
<u>Director, Fiscal Services</u>	<u>1</u>	<u>2</u>	<u>OSD</u>
Director, Network Operations	1	2	OSD
Director, Pupil Services	1	2	OSD
Director, Purchasing	1	2	OSD
Director, School Performance and Student Outcomes	1	2	OSD
Director, Teaching and Learning	1	2	OSD
Director, Special Education	1	2	OSD
Director, Early Childhood Education Programs	1	2	OSD
Director, Finance	1	2	OSD
Director, Transportation	1	2	OSD
Principals	<u>2120</u>	2	OSD
Consultants	1	2	OSD

*COB = County Clerk of the Board; OSD = Oxnard School District

CONFLICT OF INTEREST (continued)**Disclosures for Consultants**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Exhibit
 version: October 10, 2018
 revised: March 17, 2021
 revised: November 17, 2021
 revised: November 2, 2022
revised: August 23, 2023

OXNARD SCHOOL DISTRICT
 Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 02, 2023

Agenda Section: Section G: Conclusion

Interim 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: August 02, 2023

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 02, 2023

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

Interim 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, July 28th, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A