

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Superintendent

Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services

Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources

Aracely Fox, Ed.D.
Acting Associate Superintendent,
Educational Services

AGENDA REGULAR BOARD MEETING Wednesday, February 7, 2024

5:00 PM - Open Meeting
5:30 PM - Study Session
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

February 7, 2024

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

Rodriguez___ , Gonzales ___ , Madrigal Lopez___, Robles-Solis ___

A.2. Pledge of Allegiance to the Flag

Pablo Ordaz, Principal, Curren School, will introduce Gemma Itzel Magana, 7th grade student in Ms. Ramos's class, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English and Spanish by Valentina Padilla Gomez, 4th grade student in Ms. Razus's class at Curren School.

A.4. Presentation by Curren School

Pablo Ordaz, Principal, Curren School, will provide a short presentation to the Board regarding Curren. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez___ , Gonzales ___ , Madrigal Lopez___, Robles-Solis ___

A.6. Study Session - Special Education Program (DeGenna/Jefferson)

The Director, Special Education Services, will provide an overview of the district's Special Education Program.

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

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

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

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

- Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
 - Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code § 54956.9 : Consideration of One (1) Potential Case—Social Media Adolescent Addiction/Personal Products Liability Litigation (Social Media Litigation)
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 Conference with Labor Negotiator:
 Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
- Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Assistant Superintendent, Educational Services

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

A.10. Report Out of Closed Session

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

A.11. Adoption and Presentation of Resolution # 23-08 for National School Counseling Week, February 5-9, 2024 (Fox/Nocero)

It is the recommendation of the Acting Associate Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees adopt and present Resolution #23-08 in recognition of February 5-9, 2024, as National School Counseling Week.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.12. Report of Oxnard School District 2023-24 Mid-Year Annual Update to the Local Control Accountability Plan (LCAP) and Local Control Funding Formula Budget Overview for Parents (BOP) (Fox)

The Acting Associate Superintendent, Educational Services, will provide a report on the Oxnard School District 2023-24 Mid-Year Annual Update to the Local Control Accountability Plan (LCAP) and Local Control Funding Formula Budget Overview for Parents (BOP), as per the requirement under Senate Bill 114 (2023) and Education code 52062 (a) (6).

Section B: PUBLIC COMMENT/HEARINGS

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

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:

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

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

C.1. Acceptance of Gifts (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Driscoll's, in the amount of \$7,080.00, to be used for district families in hardship and other resources.

C.2. Request for Approval of Out of State Conference Attendance (DeGenna/Shea)

It is the recommendation of the Superintendent and the Director, Enrichment & Specialized Programs, that the Board of Trustees approve out of state conference attendance for Dr. Ginger Shea to attend the National School Public Relations Association (NSPRA) National Seminar in Bellevue, WA July 14-17, 2024, in the amount not to exceed \$2,600.00 for registration, airfare, ground travel, lodging and meals, to be paid from the General Fund.

C.3. Certification of Signatures (Mitchell)

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

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

C.4. Approval of Change Order #002 to Construction Services Agreement #22-238 with Viola Inc. for the Drifill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #002 with Viola Inc., to add an additional wire to the conduits to furnish 3 phase power to the new classrooms for the Drifill Elementary School New Transitional Kindergarten Project, in the amount of \$14,707.00, to be paid out of Master Construct and Implementation Funds.

C.5. Approval of Change Order #003 (Extension of Security Services) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order #003 for additional security services relating to the Rose Avenue Reconstruction Project, in the amount of \$50,601.00, to be paid Master Construct & Implementation Funds.

C.6. 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.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.7. Approval of Agreement #23-224 – Tutorific LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #23-224 with Tutorific LLC., to provide additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day, February 8, 2024 through June 30, 2024, in the amount not to exceed \$50,000.00, to be paid out of Special Education Funds.

C.8. Approval of Agreement #23-242 – Mission Linen Supply (Mitchell/Corona)

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #23-242 with Mission Linen Supply, to provide a linen rental service for the Child Nutrition Services department, February 8, 2024 through June 30, 2025, in the amount not to exceed \$20,000.00, to be paid out of CNS Funds.

C.9. Approval of Agreement #23-243 – Disciplina Positiva, Inc. (Fox/Blevins)

It is the recommendation of the Principal, Kamala School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-243 with Disciplina Positiva, Inc., to provide a series of parent workshops for ELAC families about positive discipline founded on mutual respect rather than punishment, February 8, 2024 through March 21, 2024, in the amount not to exceed \$7,000.00, to be paid out of Title 3 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 #23-245 – Alexander Neville Foundation (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-245 with Alexander Neville Foundation, to provide Fentanyl and Marijuana Awareness assemblies for all Oxnard School District students in 6th, 7th, and 8th grade and a parent night for Oxnard School District parents to learn more about the dangers of fentanyl and marijuana use, February 12, 2024 through February 15, 2024, in the amount not to exceed \$10,000.00, to be paid out of the Learning Communities for School Success Program Grant.

C.11. Approval of Agreement #23-248 with Flewelling & Moody for the Rose Avenue Elementary School Closeout Services (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Agreement #23-248 with Flewelling & Moody, for services necessary to close a 2010 modernization project with certification in order for the new ECDC project to be submitted and approved by DSA.

C.12. Approval of Agreement #23-249 – Kingsmen Shakespeare Company (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-249 with Kingsmen Shakespeare Company, to provide educational workshops/school assemblies and also perform a shortened version of A Midsummer Night’s Dream to allow students to learn and experience Shakespeare, February 8, 2024 through June 30, 2024, in the amount not to exceed \$36,000.00, to be paid out of Title 1 funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.13. Ratification of Agreement #23-135 – Hip Hop Mindset, LLC (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-135 with Hip Hop Mindset, LLC, for providing Social Media management, content creation and posting services for the Oxnard School District Instagram and Facebook accounts for all school sites, August 1, 2023 through June 30, 2024, in the amount not to exceed \$100,000.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.14. Ratification of Agreement #23-137, STAR of CA/ERA Ed (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-137 with STAR of CA/ ERA Ed, to provide classroom support as a Consultant and 1 to 1 Behavioral Therapist for identified special education and general education students, July 1, 2023, through June 30, 2024, in the amount not to exceed \$2,000,000.00, to be paid out of Special Education Funds.

C.15. Ratification of Agreement #23-176 – City Impact Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-176 with City Impact Inc., for providing Individual Student and/or Group Therapy Services and Social/Emotional Testing and Assessment for the Special Education Services Department, July 1, 2023 through June 30, 2024, in the amount of \$800,000.00, to be paid out of Special Education Funds.

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

C.16. Ratification of Agreement #23-227 – The Stepping Stones Group, LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-227 with The Stepping Stones Group, LLC, to provide supplemental staffing to the Special Education Department on an “as needed” basis in the areas of Speech Language Therapist, Speech Language Therapist Assistants, Occupational Therapist, and Psychologist, August 1, 2023 through June 30, 2024, in the amount not to exceed \$286,944.00, to be paid out of Special Education Funds.

C.17. Ratification of Agreement #23-246 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-246 with Ventura County Office of Education/SELPA, to provide Home/Hospital Instructional Teaching Services to the Special Education Department, July 1, 2023 through June 30, 2024, in the amount of \$20,500.00, to be paid out of Special Education Funds.

C.18. Ratification of Agreement #23-247, Art of Legohn, LLC (Fox/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-247 with Art of Legohn, to perform an Afro-Fusion Dance for the opening of OSD’s Black History Celebration and teach dance moves to those who attend the session, February 6, 2024, in the amount of \$419.00, to be paid out of Supplemental Concentration Funds.

C.19. Ratification of Agreement #23-253 – HopSkipDrive, Inc. (Mitchell/Galvan)

It is the recommendation of the Director of Transportation and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #23-253 with HopSkipDrive, Inc., to supplement the districts’ transportation programs using sedans, mini-vans, and SUV’s to assist in transporting McKinney-Vento, special-needs, out of district students, and hard-to-serve trips to and from school, upon request from the district, July 1, 2023 through June 30, 2024, in the amount not to exceed \$100,000.00, to be paid out of the General Fund.

Section D: ACTION ITEMS

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

D.1. Consideration and Determination of a Method for Filling the Vacancy on the Board of Trustees (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees make a determination regarding the options for filling the Board vacancy, and direct staff to proceed with the selected option.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

D.2. Approval of Legal Services Agreement #23-252 with Frantz Law Group For Social Media Litigation (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees approve Legal Services Agreement #23-252 with Frantz Law Group for Social Media Litigation, at no direct fiscal cost to the District.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.3. Approval of School-Level Parent and Family Engagement Policies for 2023-2024 School Year - 20 schools (Fox/Ruvalcaba)

It is the recommendation of the Acting Associate Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement that the Board of Trustees approve the School-Level Parent and Family Engagement Policies for 20 schools for the 2023-2024 School Year, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.4. Acceptance of Oxnard School District Audit Report, June 30, 2023 (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services that the Board accept the Oxnard School District Audit Report, June 30, 2023, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.5. Approval of Signing Bonus for Paraeducators, Special Education Classified Employee New Hires (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director,

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

Classified Human Resources that the Board of Trustees approve the signing bonus for Paraeducators and Special Education Classified Employee New Hires, in the amount of \$165,000.00, to be paid from the General Fund.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Madrigal 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 - BP (New) & AR (Revision) 4218: Dismissal/Suspension/Disciplinary Action (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the attached regulation and policy for first reading, as presented. The revised policy will be presented for second reading and adoption at the February 21, 2024 Board meeting.

Section G: CONCLUSION

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

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

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

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

G.3. ADJOURNMENT

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.
District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, February 2, 2024.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section A: Study Session

Study Session - Special Education Program (DeGenna/Jefferson)

The Director, Special Education Services, will provide an overview of the district's Special Education Program.

FISCAL IMPACT:

N/A - Information only.

RECOMMENDATION:

N/A - Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section A: Preliminary

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
- Assistant Superintendent, Educational Services

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: February 07, 2024

Agenda Section: Section A: Preliminary

Adoption and Presentation of Resolution # 23-08 for National School Counseling Week, February 5-9, 2024 (Fox/Nocero)

The American School Counselor Association (ASCA) has recognized February 5-9, 2024, as National School Counseling Week, "School Counselors: Standards-Based, Student Focused."

The district recognizes school counselors for their tremendous impact on helping students achieve school success and plan for a career.

School counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development. School counselors help parents focus on ways to further their children's educational, personal, and social growth.

School counselors seek to identify and utilize communication resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees adopt and present Resolution #23-08 in recognition of February 5-9, 2024, as National School Counseling Week.

ADDITIONAL MATERIALS:

Attached: [Resolution #23-08 National School Counseling Week Feb. 5-9-, 2024.pdf](#)



**RESOLUTION NO. 23-08
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

*National School Counseling Week
February 5-9, 2024*

WHEREAS, school counselors are employed in public and private schools to help students reach their full potential and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development and

WHEREAS, school counselors help parents focus on ways to further the educational, personal, and social growth of their children; and

WHEREAS, school counselors work with teachers and staff to build a strong school culture where students feel they belong and are able to reach their potential and set realistic goals for themselves and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society and

WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District proclaims the week of February 5-9, 2024, as *National School Counseling Week*, and encourages staff and the community at large to celebrate the important contributions of this vital profession.

BE IT FURTHER RESOLVED that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding School Counselors in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 7th day of February 2024.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: February 07, 2024

Agenda Section: Section A: Report

Report of Oxnard School District 2023-24 Mid-Year Annual Update to the Local Control Accountability Plan (LCAP) and Local Control Funding Formula Budget Overview for Parents (BOP) (Fox)

Senate Bill 114 (2023) added Education code 52062 (a) (6) requiring districts to present a Mid-Year Report on the annual update to the Local Control and Accountability Plan (LCAP) and the local control funding formula Budget Overview for Parents (BOP) on or before February 28th at a regularly scheduled meeting of the governing board. This is a new requirement for LCAP.

This report will include both of the following:

- All available mid-year outcome data related to metrics identified in the 2023-24 LCAP
- Mid-year expenditure and implementation data on all actions identified in the 2023-24 LCAP

FISCAL IMPACT:

None

RECOMMENDATION:

No recommendation.

ADDITIONAL MATERIALS:

Attached: [OSD Mid-Year LCAP Report -2024 \(20 pgs\).pdf](#)

Mid-Year LCAP Update

February 7, 2024

Oxnard School District



Background

Senate Bill 114 (2023) added a requirement for LEAs to present a report on the annual update to the Local Control and Accountability Plan (LCAP) and the local control funding formula Budget Overview for Parents (BOP) on or before February 28, each year, at a regularly scheduled meeting of the governing board or body of the LEA.



The Report Includes:



Available midyear outcome data related to metrics identified in the current LCAP; and,



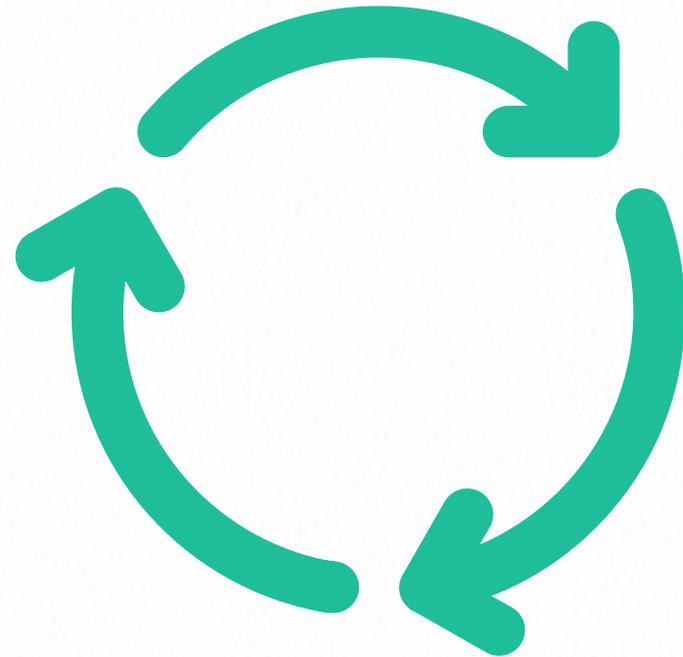
Available midyear expenditure and implementation data on goals in the current LCAP.

LCAP Mid-Year Update

The LCAP's mid-year update allows assessment, adjustments, and accountability throughout the academic year.

It enables real-time strategy evaluation, supporting adaptability.

Essential components involve rigorous data collection, progress analysis, and active educational partner engagement, fostering informed decision-making and goal alignment.



LCAP Goals

1

The 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.

2

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.

3

The Oxnard School District will continue to work to improve communication with parents, community and staff.

4

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.

Metrics



UNKNOWN OUTCOMES



IN-PROGRESS OUTCOMES

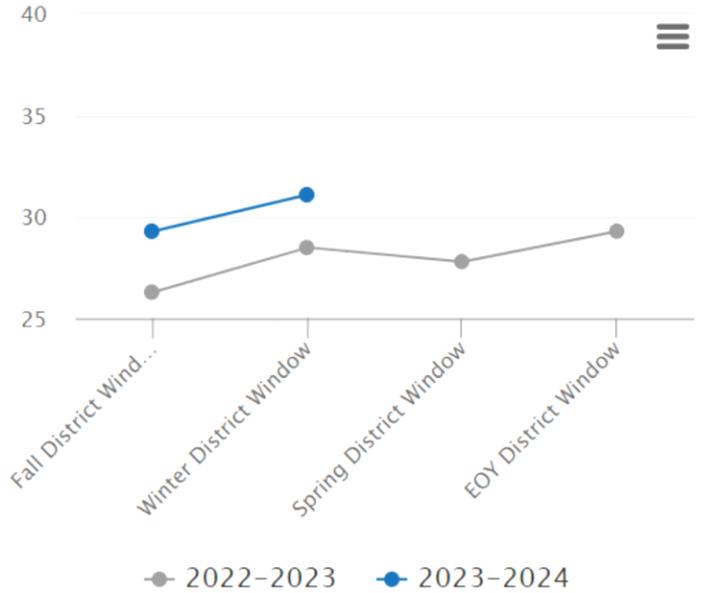


KNOWN OUTCOMES

STAR Reading Winter 2023

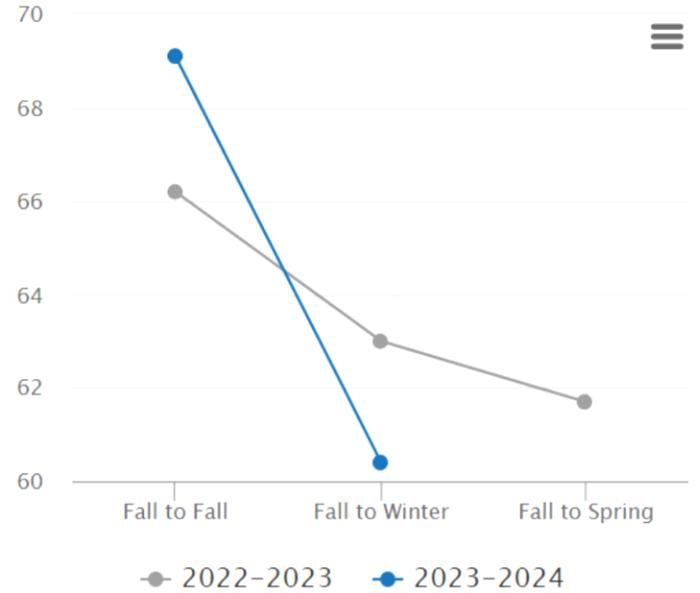
Star Reading Proficiency Rate (State Benchmark) [?]

Winter District Window 2023-2024



Star Reading Current Student Growth Percentile (SGP) [?]

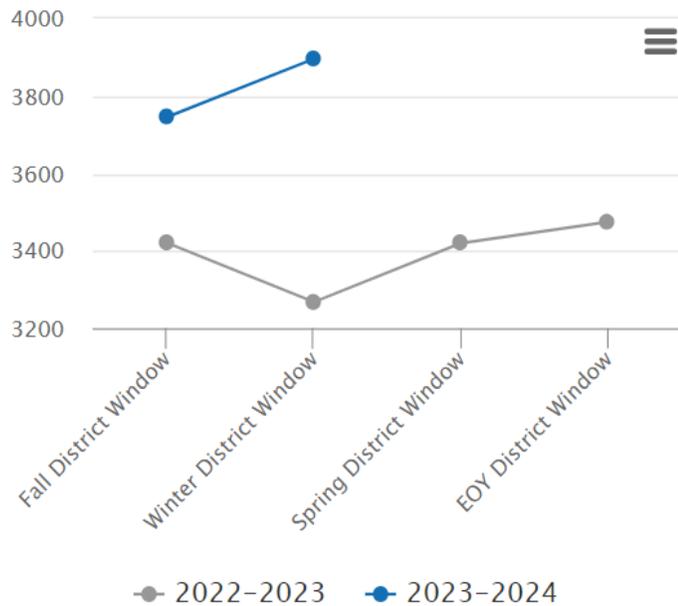
Fall to Winter 2023-2024



STAR Spanish Winter 2023

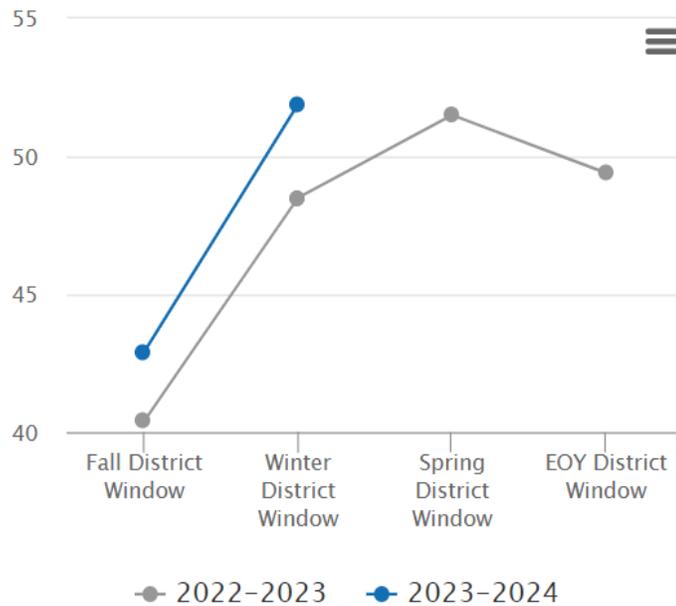
Star Reading Spanish Students Assessed[?]

Winter District Window 2023-2024



Star Reading Spanish Proficiency Rate (District Benchmark)[?]

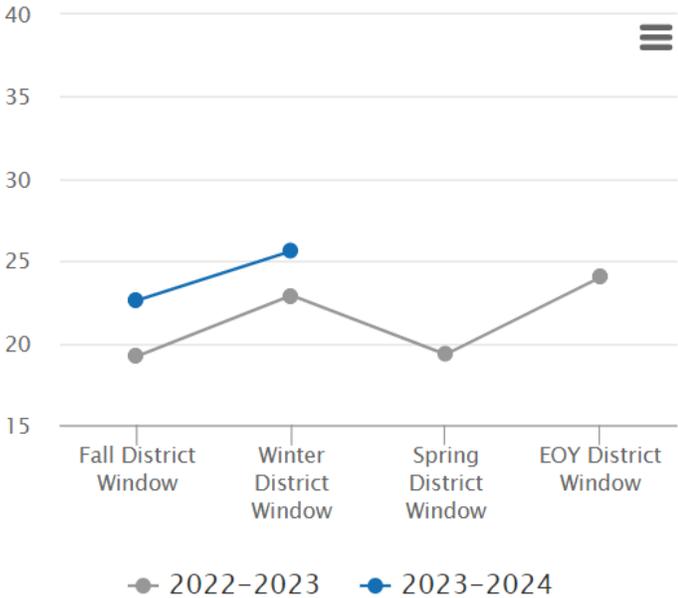
Winter District Window 2023-2024



STAR Math Winter 2023

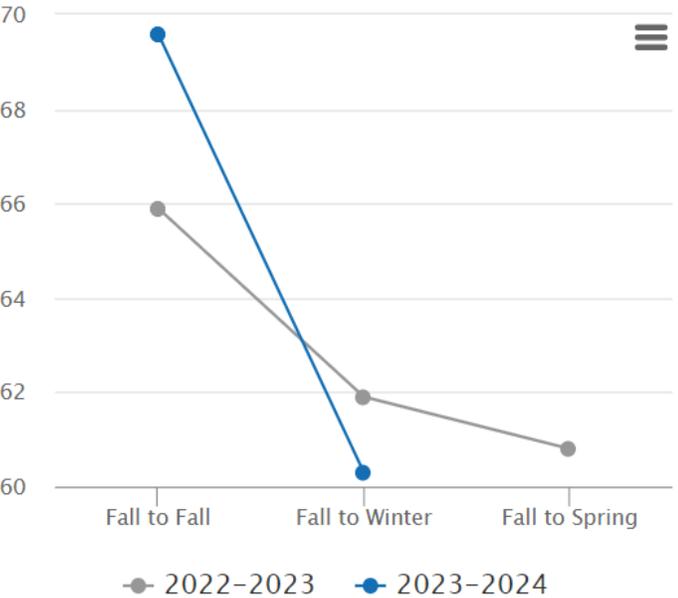
Star Math Proficiency Rate (State Benchmark) [?]

Winter District Window 2023-2024



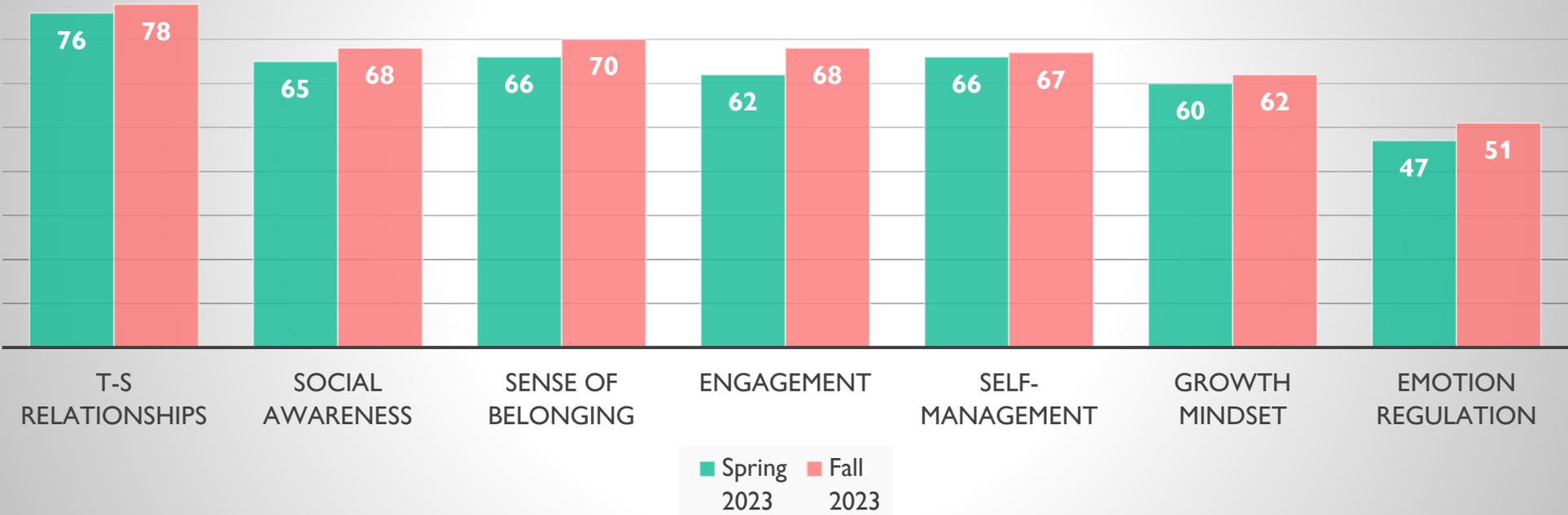
Star Math Current Student Growth Percentile (SGP) [?]

Fall to Winter 2023-2024



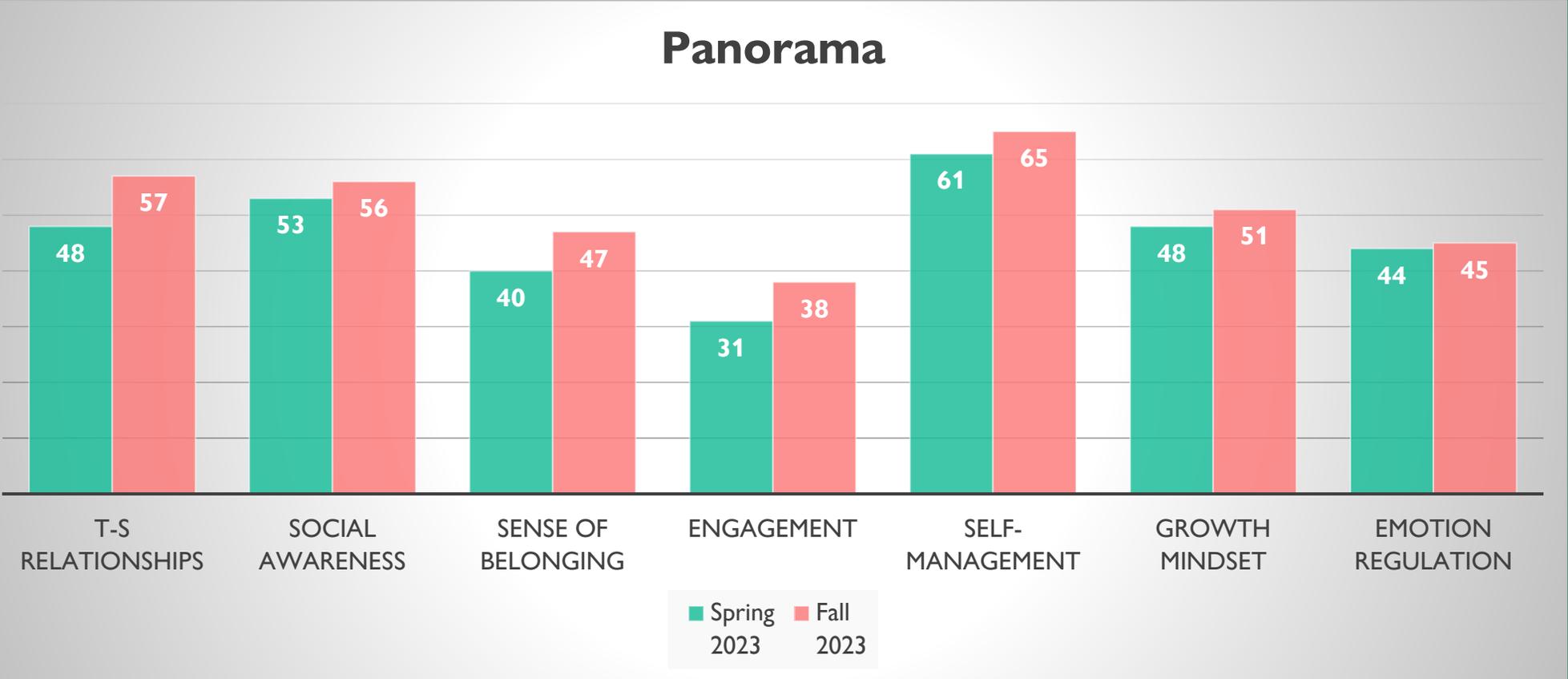
SEL Kinder – Grade 5

Panorama



SEL Grade 6 – Grade 8

Panorama



Suspension Rates



Actions Partially Implemented	Actions Not Implemented	Modified Actions	Added to Actions
<p>1.18- Implementation of State Assessments</p> <ul style="list-style-type: none"> • AP Spanish Culture and Language Exam • CSA- California Spanish Assessment 	<p>1.14- Equity and Access</p> <ul style="list-style-type: none"> • Additional periods in Middle School to allow for intervention 	<p>1.32- Developing Educational Leaders</p> <ul style="list-style-type: none"> • Coaching Support for School Principals <p>1.38- Expansion of the Arts</p> <ul style="list-style-type: none"> • Proposition 28 	<p>1.15 Recruitment Selecting and Retention</p> <ul style="list-style-type: none"> • Recruitment for Para Educators <p>1.20 Developing Human Capital</p> <ul style="list-style-type: none"> • Peer Assistance and Review

Expenditure of Action Outcomes & Implementation

Not Started

In-Progress

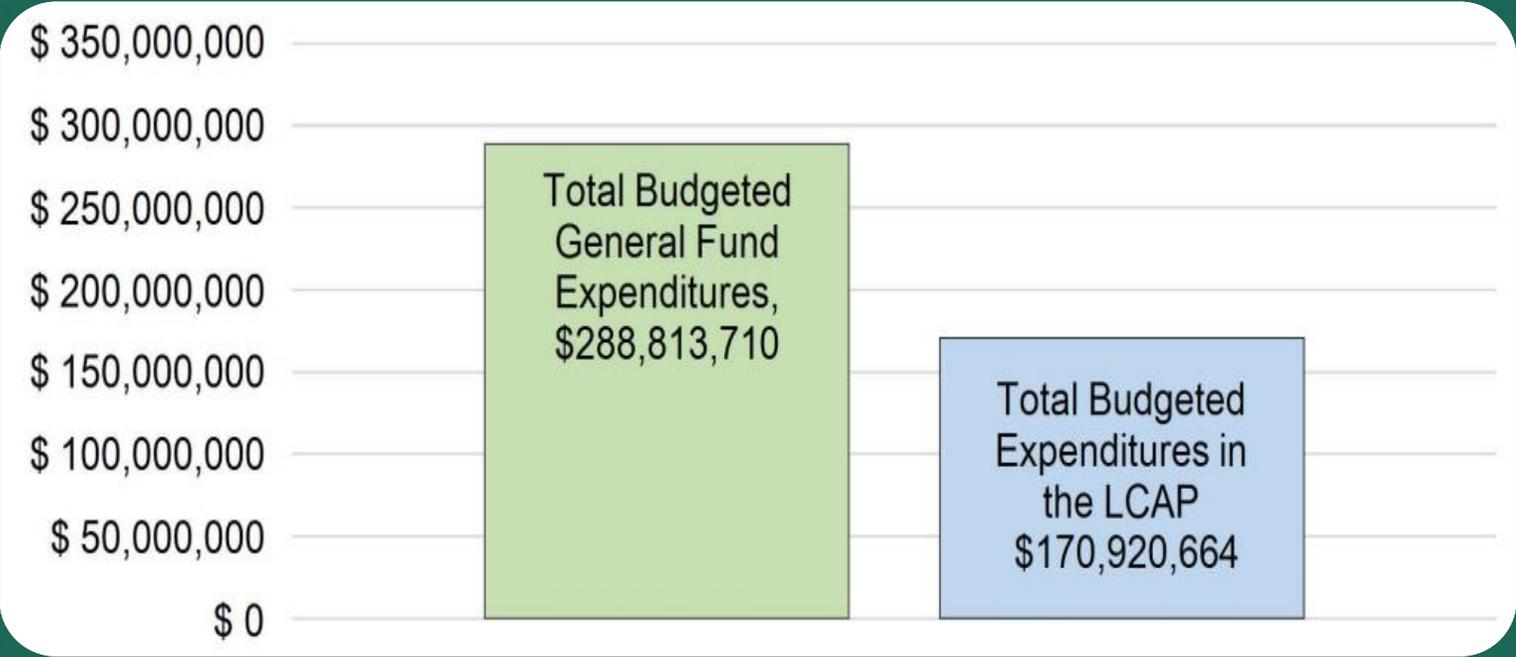
Completed

Budget Overview for Parents (BOP)

- When the district's LCAP and Budget were adopted, the state budget act was not complete.
- The adopted state budget included additional funds that were not anticipated by our district.

Item	As adopted in BOP	Amount per Budget Act
Total LCFF Funds	\$208,511,385	\$208,816,808
LCFF Supplemental/ Concentration Grants	\$61,249,917	\$61,553,514

Budgeted Expenditures in the 23-24 LCAP



LCAP Budget 23-24

Oxnard School District		LCAP FY2023-24		
Goal	Total Budgeted Expenditure	Expenditure thru 12/31/2023	Balance	
Goal 1				
Total Goal 1	121,563,989	63,460,377	58,103,612	
Goal 2				
Total Goal 2	15,766,754	10,519,783	5,246,971	
Goal 3				
Total Goal 3	2,041,890	998,358	1,043,532	
Goal 4				
Total Goal 4	31,548,031	16,285,267	15,262,764	
Toal Goals 1 - 4	170,920,664	91,263,785	79,656,879	

Opportunities & Challenges

The 2023-24 school year has presented both opportunities and challenges. We are proud of the following:

- ✓ Taking Steps Towards Bringing the Strategic Plan to Life
- ✓ Instructional Alignment
 - ✓ Guidance and Support
 - ✓ Connections Between Practices
- ✓ Improving District Wide Systems
 - ✓ Hiring Practices
 - ✓ Communication
- ✓ Strengthening Relationships with Various Educational Partners
 - ✓ Families and Community
 - ✓ Classified and Certificated OSD Staff

OSD EMPOWERS

1. Student Academic Engagement & Achievement
2. Learning Environment & School Climate Guidance & Support to Sites and District Departments
3. Family/Community Alliances for Student Success
4. Transformational Leadership & Infrastructure



Thank You



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

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: February 07, 2024

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (DeGenna)

Oxnard School District has received a donation of \$7,080.00 from Driscoll's. The donated funds will be used for district families in hardship and other resources.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Driscoll's, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Driscoll's Donation Letter \(1 page\)](#)



OXNARD SCHOOL DISTRICT

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

To: Dr. Ana DeGenna, Superintendent
From: Alberto Mendoza
Date: January 30, 2024

RE: Donation from Driscoll's

I respectfully request that the Board of Trustees accept a cash donation from Driscoll's. The total value of the donation is \$7,080.00 and it will be used for district families in hardship and other resources.

Please place this item on the next available Board agenda. Thank you.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section C: Consent Agenda

Request for Approval of Out of State Conference Attendance (DeGenna/Shea)

The Board's approval is requested for Dr. Ginger Shea to attend the National School Public Relations Association (NSPRA) National Seminar in Bellevue, WA July 14-17, 2024. The NSPRA National Seminar provides resources for communication professionals that focus on communication strategies and best practices, identifying areas of growth for continuous improvement, and ensuring a strong communications strategy is in place to support a district's overall strategic plan and day-to-day operations.

FISCAL IMPACT:

Not to exceed \$2,500.00 for registration, airfare, ground travel, lodging and meals, to be paid from the General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Director, Enrichment & Specialized Programs, that the Board of Trustees approve out-of-state conference attendance for Dr. Ginger Shea to attend the National School Public Relations Association (NSPRA) National Seminar in Bellevue, WA July 14-17, 2024, as outlined above.

ADDITIONAL MATERIALS:

Attached: [NSPRA Information \(1 page\)](#)

Registration for the NSPRA 2024 National Seminar is now open!

Join colleagues from across the United States, Canada and beyond for the NSPRA 2024 National Seminar on July 14-17 at the **Hyatt Regency Bellevue on Seattle's Eastside in Washington**, for the largest communications-focused professional development event for school public relations professionals, superintendents and education leaders.

NSPRA members, enter the email address tied to your NSPRA membership when registering to ensure the member rate. Current members (or those who join or renew through the registration process) will have the member rate applied automatically during the registration process.

Seminar Full Registration

Registrant Type	Early Bird Register and pay by April 29	Regular Register and pay after April 29
NSPRA Member	\$745	\$895
Non-Member	\$945	\$1,095

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 07, 2024

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Mitchell)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

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

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

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

Unless amended by Board action, these approved signatures will be considered valid for the period of February 8, 2024 through June 30, 2024.

Date of Board Action: February 7, 2024 Signature: 
Dr. Anabolena DeGenna,
Secretary to the
Board of Trustees

PART I

Signatures of Members of the Board

Signature: 
Veronica Robles-Solis, President
of the Board of Trustees

Signature: 
MaryAnn Rodriguez, Member
of the Board of Trustees

Signature: 
Rose Gonzales, Member
of the Board of Trustees

Signature: _____
vacant, Member
of the Board of Trustees

Signature: 
Monica Madrigal Lopez, Clerk
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

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

Signature: 

Dr. Anabolena DeGenna

Title: District Superintendent

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

Signature: 

Dr. Natalia Torres

Title: Assistant Superintendent, Human Resources

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

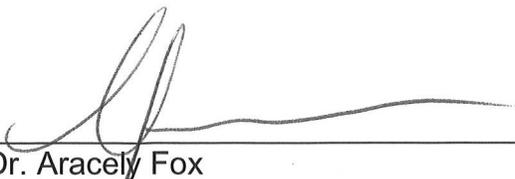
Signature: 

Valerie Mitchell, MPPA

Title: Assistant Superintendent, Business and Fiscal Services

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

Page Three

Signature:  _____
Dr. Aracely Fox

Title: Acting Associate Superintendent, Educational Services

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

Signature:  _____
Patricia Núñez

Title: Director of Fiscal Services

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

Signature:  _____
Lisa A. Franz

Title: Director of Purchasing

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

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 07, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Change Order #002 to Construction Services Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill Elementary School.

On May 17, 2023 the Board entered into an agreement with Viola Inc. to serve as the Lease-Leaseback Contractor for the project.

Following construction award it was noted that the electrical phasing of the buildings to be supplied by Enviroplex was at variance with site electrical plan. This Change Order is for the work by Viola Inc. to add an additional wire to the conduits to furnish 3 phase power to the new classrooms.

FISCAL IMPACT:

\$14,707.00 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #002 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Project, in the amount of \$14,707.00.

ADDITIONAL MATERIALS:

Attached: [Change Order #002 \(2 Pages\)](#)

[Potential Change Order #002 \(4 Pages\)](#)

[Construction Services Agreement #22-238, Viola Inc. \(24 Pages\)](#)



CHANGE ORDER

Date: 02-07-2024

CHANGE ORDER NO. 002

PROJECT: Drifill Elementary School ECDC
O.S.D. BID No. N/A
O.S.D. Agreement No. 22-238

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

ARCHITECT Flewelling & Moody
99 South Lake Ave. #300
Pasadena, CA 91101

CONTRACTOR: Viola Inc.
5811 Olivas Park Dr. #204
Ventura, CA 93003
Attn: Mr. Michael Viola

Architects Proj. No.: 3057.0000
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-123351

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

ORIGINAL CONTRACT SUM.....	\$ 3,462,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 5,339.78
ADJUSTED CONTRACT SUM.....	\$ 3,467,339.78
NET CHANGE – CHANGE ORDER NO. 002	\$ 14,707.00
Total Change Orders to Date:	\$ 20,046.78
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 002.....	\$ 3,482,046.78
Anticipated Commencement Date.....	November 01, 2023
Actual Commencement Date:	November 01, 2023
Original Completion Date:	August 30, 2024
Original Contract Time:	307 Calendar Days
Time Extension for all Previous Change Orders:	Zero Days
Time Extension for this Change Order:	Zero Days
Adjusted Completion Date:	August 30, 2024

Percentage Zero Percent (0%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Provide three phase power in lieu of single phase			14,707.00	
2.					
3.					
4.					
5.					
6.					
	Totals			14,707.00	

Total Change Order No. 002 \$14,707.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ DATE: _____

ASST. SUPT., BUSINESS & FISCAL SERVICES: _____ DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL _____ DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____ DATE: _____

DSA APPROVAL _____ DATE: _____



PCO #002

Viola Incorporated
 PO BOX 5624
 Oxnard, California 93031
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 23-29 - Drifill New PK, TK and Kindergarten Classroom
 910 South E Street
 Oxnard, California 93030

Prime Contract Potential Change Order #002: CE #002 - Electrical phase clarification from Enviroplex

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. PO Box 5624 Oxnard, California 93031
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	1 - Drifill New PK, TK and Kindergarten Classroom
REQUEST RECEIVED FROM:	Tiffany Clendenen (Smith Mechanical - Electrical - Plumbing)	CREATED BY:	Patrick Waid (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	1/4/2024
REFERENCE:	CE 002 RFI 006	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:	Drifill Elementary School	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	7 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$16,138.95

POTENTIAL CHANGE ORDER TITLE: CE #002 - Electrical phase clarification from Enviroplex

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #002 - Electrical phase clarification from Enviroplex

Single-Line diagram in Electrical drawings did not match 3 phase power requirements of the modular manufacturer. There are additional costs to comply with RFI response 006 and change the electrical feeds to the modular units to 3 phase power.

ATTACHMENTS:

[002R2 - RFI Resp. 001 Elect. Changes.pdf](#)

#	Budget Code	Description	Amount
1	26-00-00.S Electrical.Commitment	Added costs to change to 3 phase power	\$14,707.00
		Subtotal:	\$14,707.00
		Fee (6.00% Applies to all line item types.):	\$882.42
		Insurance (2.50% Applies to all line item types.):	\$389.74
		Bond (1.00% Applies to all line item types.):	\$159.79
		Grand Total:	\$16,138.95

Jun Tanaka (Flewelling & Moody)

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 PO Box 5624
 Oxnard, California 93031

DocuSigned by:

 1/4/2024
 AB0FAE16E6E4413...

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

**Extra Work Proposal
Labor and Material Breakdown**



Job # : 60110001

Date : 12/27/2023

Job Name : Driffill Elementary School

Extra Work Proposal # : 002R2

Description of work: RFI Resp. 001 Elect. Changes

Work to be during normal working hours
 Includes cost to change panel connections to modular units from 2P to 3P
 Includes cost to add additional feeder wire to accommodate the added 3rd phase connection

The original single line was designed as a 2P system but the electrical panels that come premanufactured with the modular units are 3P
 Please see attached RFI, original single line, and updated single line

Pricing Breakdown:

Electrical-Field		\$	12,085.38
Jobsite Expenses		\$	89.93
Sales Tax	9.25%	\$	612.71
TOTAL COST			\$ 12,788.02
+ Overhead	15%	\$	1,918.20
Total Extra Work Proposal Price			\$ 14,707.00

Time extension required because of labor added by this change is 7.5 workdays

This proposal includes 60 straight time field hours, - overtime field hours,
- double time field hours, & - shift work field hours.

ACCO is:
 Proceeding with this work: Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: Tiffany Clendening
 Project Manager

Date: 12/27/2023

Approved by: _____
 Signature

Date: _____

WP #: 002R2

Ex ra Work Proposal Breakdown



Job #: 60110001

Job Name: Drifill Elementary School

Date: 12/27/2023

LECTICAL - FIELD INSTALL			H S (ST)	HRS(OT)	H S(DT)	H S(SHIFT)	LABO RATE	LABO \$	MATERIAL \$ / OTH R \$	TOTAL \$
Labor and Material			52.0				\$ 91.10	\$ 4,732.65	\$ 4,966.04	\$ 9,698.69
Switchgear Cost to change from 2P to 3P							\$ -	\$ -	\$ 1,560.00	\$ 1,560.00
Clean-up for added work	3%		2.0	0.0	0.0	0.0	\$ 91.10	\$ 182.20		\$ 182.20
Field Consumables	1.5%								\$ 97.89	\$ 97.89
Non-Productive Field General Foreperson Time	10%		6.0	0.0	0.0	0.0	\$ 91.10	\$ 546.60		\$ 546.60
Electrical Field Totals:			60.0	0.0	0.0	0.0		\$ 5,461.45	\$ 6,623.93	\$ 12,085.38
Jobsite Expenses							# PAGES	RENTAL \$		TOTAL \$
Truck Charge										\$ 89.93
Jobsite Expense Total:									\$ -	\$ 89.93

In Process

	A	B	C	D				H
	em Name	Quantity	Material	U	Labor	U	Total Ma erial	Total Labor
2	1 THHN CU STRANDED 150A	340.00	\$1,712.70	M	23.75	M	\$582.32	8.07
3	3/0 THHN CU STRANDED 225A	1,350.00	\$3,247.20	M	32.50	M	\$4,383.72	43.88
4							<u>4966.04</u>	<u>51.95</u>

In Process

OSD AGREEMENT #22-238

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Seventeenth (17th) day of May, 2023, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola, Incorporated which is a contractor licensed by the State of California, with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Driffill Elementary School, located at 910 South E Street, Oxnard, CA 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cent (\$27,870.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen

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from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

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SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

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- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District

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Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications

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by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its

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principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease.

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In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary

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investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous

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materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

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SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

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OSD AGREEMENT #22-238

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola, Incorporated
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/CEO

If to the District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Karling Aguilera-Fort, Superintendent

With A copy to:

Emilio Flores, CBO
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

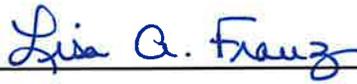
CONTRACTOR

THE DISTRICT

Viola, Incorporated

Oxnard School District,
A California school district

By: 



Title: PRESIDENT / CEO

Director, Purchasing

Date: 5-8-2023

5-18-2023

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

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OXNARD SCHOOL DISTRICT

Driffill K-8 New Transitional Kindergarten Facilities Project

CONSTRUCTION SERVICES AGREEMENT

May 17, 2023

OSD AGREEMENT #22-238

EXHIBIT B

**Oxnard School District – Driffill New PK, TK
and Kindergarten Classroom Project
Preconstruction Services**

The District desires to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cents (\$27,870.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off- site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, “DSA”), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District’s Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

OSD AGREEMENT #22-238

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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OSD AGREEMENT #22-238

- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Viola, Incorporated

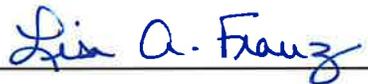
By: 

Title: PRESIDENT / CEO

Date: 5-8-2023

THE DISTRICT

Oxnard School District,
a California school district

By: 

Title: Director, Purchasing

Date: 5-18-2023

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 07, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Change Order #003 (Extension of Security Services) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

The approved “GMP” for the Project is Forty-One Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-Five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), and, (2) Sublease Payments in the amount of \$173,660.00 per month for 12 months for a total lease value of Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease.

Due to the continued impact of the delay in off-site improvement connection by the City, the District requested an extension of the Balfour Beatty supplied security services to monitor the construction site during non-work periods.

After review by CFW and conversations with Balfour Beatty, an extension of site security services in the amount of \$50,601.00 is being proposed.

FISCAL IMPACT:

\$50,601.00 – Master Construct & Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order #003 for additional security services relating to the Rose Avenue Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Change Order No. 003 \(2 Pages\)](#)

[COR #006 \(6 Pages\)](#)

[Construction Services Agreement #17-158, Balfour Beatty Construction LLC \(22 Pages\)](#)



CHANGE ORDER

Date: 02/07/2024

CHANGE ORDER NO. 003

PROJECT: Rose Ave. ES K-5 Reconstruction
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

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

ARCHITECT: IBI/Arcadis
537 South Broadway
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC
13520 Evening Creek Dr. North #270
San Diego CA 92128

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

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

ORIGINAL CONTRACT SUM.....	\$ 41,678,393.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 946,094.44
ADJUSTED CONTRACT SUM.....	\$ 42,624,487.44
NET CHANGE – Change Order #003\$ 50,601.00

Total Change Orders to Date:\$ 996,695.44

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.....\$ 42,675,088.44

Commencement Date:November 1, 2021

Original Completion Date:October 5, 2023

Original Contract Time:705 Calendar Days

Time Extension for all Previous Change Orders:40 Days

Time Extension for this Change Order:0 Days

Adjusted Completion Date:November 14, 2023

Percentage (0.001%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Extension of Security Services		\$50,601		
2.					
3.					
4.					
5.					
6.					
	Totals		\$50,601		

Total Change Order No. 003 \$ 50,601.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

FACILITIES DIRECTOR: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

Change Order Request (COR)
 Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CHANGE ORDER REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030
Change Order Request #: 006
Date: 11-21-2023
TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #277/Change Order Request #06 - Security Guard Services Extension Extend security services for (6) months from January 18, 2024 to July 18, 2024. (6) Months Total Costs: 6 x \$8,350 = \$50,100	\$50,601.00
--	--------------------

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty By: <u><i>Rafael Flamilla</i></u> Date: <u>11/21/23</u>	ARCHITECT IBI Group By: _____ Date: _____	PROGRAM MANAGER CFW Group, Inc. By: _____ Date: _____
---	---	---

OWNER - Oxnard School District By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	11-21-2023
Permit Number:	DSA# 03-119284	Change Event No.:	277
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #277/**Change Order Request #06** - Security Guard Services Extension

Extend security services for (6) months from January 18, 2024 to July 18, 2024.

(6) Months Total Costs: 6 x \$8,350 = **\$50,100**

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ -
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
ECAMSECURE	\$	50,100.00	
		Subtotal B:	\$ 50,100.00
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C:	\$ -
D. General Contractor's Overhead and Profit* * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	\$	-	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	\$ -
E. Bond at 1%	\$	501.00	1.00%
		Subtotal E:	\$ 501.00
Grand Total = (A + B + C + D + E)		\$	50,601.00

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty
 Print Name & Title (General Contractor)


 Signature 2023-11-21
 Date

Carbajal, Filbert

From: Kwit, Terry <tkwit@ecamsecure.com>
Sent: Tuesday, November 21, 2023 11:49
To: Alamillo, Rafael; Kwit, Terry
Cc: Carbajal, Filbert; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: Rose Ave elementary school solar panel - Proposal
Attachments: Rose Change Order .pdf

Rafael

Enclosed is your change order for 6 more months after the original 6 months ends January 18, 2024.

Terry Kwit

M : 310 350 7745
tkwit@ecamsecure.com

ECAMSECURE.COM

From: Kwit, Terry <tkwit@ecamsecure.com>
Sent: Tuesday, November 21, 2023 8:37 AM
To: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kwit, Terry <tkwit@ecamsecure.com>
Cc: Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Ave elementary school solar panel - Proposal

Rafael

We started on July 18

6 months

End of January 18

Terry Kwit

M : 310 350 7745
tkwit@ecamsecure.com

ECAMSECURE.COM

From: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>
Sent: Tuesday, November 21, 2023 8:35 AM
To: Kwit, Terry <tkwit@ecamsecure.com>
Cc: Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: Rose Ave elementary school solar panel - Proposal



External email: Use caution!

Terry,

Can you tell which date ends the six month? And also can send me another proposal for monitoring for another 6 months, I want to put in front of the owner if they want to continue. As of now please do not monitor past the 6 months that were approved.

Thanks,

Rafael Alamillo

Senior Project Manager | Balfour Beatty

O: 805.9831558 | C: 805.2087462

E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

PROUD TO BE RECOGNIZED AS A
BEST PLACE TO WORK



JOBSITE INFORMATION:	BILLING INFORMATION:	ACCOUNT EXECUTIVE INFORMATION:
Rose Avenue Elementary School 220 S Driskill Street Oxnard, CA 93030 Jobsite:(805) 208-7462 Fax:	Balfour Beatty 300 E. Esplanade Drive Suite 1120 Oxnard, CA 93036 Phone:	Terry Kwit, Account Executive tkwit@cpssecurity.com Phone:(310) 350-7745

January 18, 2024 to July 18, 2024 6 months term Cost will be: \$50,100

CONTRACT TERM: 6 months

Rose Avenue Elementary School-ECam-Lease-QT-00037663

QTY	DESCRIPTION OF SERVICE/EQUIPMENT	UOM	UNIT PRICE	TOTAL PRICE
5	MSU Mini - Portable Surveillance Unit Ultra-portable two HD camera unit. Comes complete with Strobe lights, Audible Alarms - ready to mount almost anywhere.	Monthly	\$600.00	\$3,000.00
5	Wireless AirCard	Monthly	\$150.00	\$750.00
5	Monitoring - 2 Camera Units (Standard Hours) Monitoring Hours up to 96hpw Example Schedule: 7:00pm-7:00am Mon-Sat/24hrs Sun	Monthly	\$250.00	\$1,250.00
5	Damage Waiver	Monthly	\$50.00	\$250.00
1	Maintenance Agreement - Premium Package	Monthly	\$250.00	\$250.00
1	Monthly Sales Tax(Estimated) 9.25% Estimated Monthly Sales Tax	Monthly	\$350.00	\$350.00
5	Installation Fee - (Mobile Surveillance Unit) Transportation, set-up and removal of unit, including training for up to 5 employees	Onetime	\$800.00	\$4,000.00
5	Solar Power Pack - Upgraded Solar Power Pack for MSU Mini for areas with minimal sunlight or for 4 camera Mini	Monthly	\$500.00	\$2,500.00
1	Boom Lift/Equipment Boom Lift Rental, if needed and Parts/Equipment Purchase	Onetime	\$500.00	\$500.00
5	Equipment Purchase 10' Base Stand for Mini and Solar Panel	Onetime	\$500.00	\$2,500.00

Prices do not include sales tax

Estimated Monthly Fee	\$8,350.00
One-time Fee	\$7,000.00
Estimated First Month Fee	\$15,350.00

Change Orders become part of the existing Service Agreement (Contract Number: 00011591) applicable to the job site and are subject to the terms and conditions of that Service Agreement including, early termination fees (if applicable), overtime charges and requirements for stopping service.

A signed Change Order is required in order for the Company to implement Client requests.

[[SertifiSStamp_1]]

Client Acceptance/Signature/Date

Rafael Alamillo

Name & Title

Balfour Beatty

300 E. Esplanade Drive Suite 1120

Oxnard, CA 93036

Client Name & Billing Address

Rose Avenue Elementary School

Jobsite Name

220 S Driskill Street

Oxnard, CA 93030

Jobsite Address

(805) 208-7462

Client Phone

Client Fax

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign _____ as Project Manager/Superintendent for the Project. So long as _____ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

EXHIBIT B

Oxnard School District – Rose Avenue Elementary School Reconstruction

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

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review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

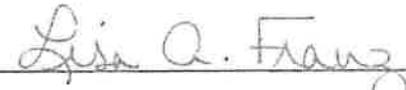
CONTRACTOR

Balfour Beatty Construction, LLC
10620 Trenea St., Suite 300
San Diego, CA 92131

By: 
Name/Title: Brian Cahill, President, California Division
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By: 
Name/Title: Lisa A. Franz, Director, Purchasing
Date: 11-7-17

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: February 07, 2024

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Actions 02.07.24 \(1 pg\).pdf](#)
[Classified Personnel Actions 02.07.24 \(3 pgs\).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

Awa-DuBose, Quincy	Teacher, RSP	January 25, 2024
Fry, Shelby	SLP	January 8, 2024
McMurray, Jennifer	ISP Teacher	January 8, 2024
Olson, David	SLP	January 1, 2024
Vega, Sofia	Teacher, Bilingual	January 8, 2024

Acosta, Kimberly	Substitute Teacher	2023/2024 School Year
Barragan, Socorro	Substitute Teacher	2023/2024 School Year
Beltran, Carlos	Substitute Teacher	2023/2024 School Year
Beltran, Sandra Bijou	Substitute Teacher	2023/2024 School Year
Brooks, Nicholas	Substitute Teacher	2023/2024 School Year
Edmonson, Baylee	Substitute Teacher	2023/2024 School Year
Fisher, Melissa	Substitute Teacher	2023/2024 School Year
Guillen, Adrianna	Substitute Teacher	2023/2024 School Year
Huff, Paula	Substitute Teacher	2023/2024 School Year
Jasso, Judy	Substitute Teacher	2023/2024 School Year
Khouvilay, Sherlyn	Substitute Teacher	2023/2024 School Year
Lara, Paulina	Substitute Teacher	2023/2024 School Year
Lopez, Rosalinda	Substitute Teacher	2023/2024 School Year
Manetti, Timothy	Substitute Teacher	2023/2024 School Year
Martinez, Erandy	Substitute Teacher	2023/2024 School Year
Monroy, Stephanie	Substitute Teacher	2023/2024 School Year
Palomino, Shirley	Substitute Teacher	2023/2024 School Year
Rivera, Alexis	Substitute Teacher	2023/2024 School Year
Sneed, Madison	Substitute Teacher	2023/2024 School Year
Valencia, Ciclali	Substitute Teacher	2023/2024 School Year
Werner, Vienna	Substitute Teacher	2023/2024 School Year

Resignations

Mellring, Veronica	Teacher	December 15, 2023
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Retirement

Ballas, Stacy	Teacher	February 23, 2024
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Reinstated

Brown, Heather	Coordinator	January 8, 2024
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CLASSIFIED PERSONNEL ACTIONS

February 7, 2024

New Hires

Alvarado, Roberta	Paraeducator-Special Education, Position #46 Lopez 5.75 hrs./183 days	01/08/2024
Ayala, Susan M.	Accounting Specialist III, Position #1593 Budget & Finance 8.0 hrs./246 days	01/08/2024
Baca, Julianna V.	Paraeducator-Special Education, Position #2956 Curren 5.75 hrs./183 days	01/08/2024
Barnett, Robert I.	Campus Assistant, Position #7151 Fremont 4.25 hrs./180 days	01/11/2024
Betancourt, Marcelino R.	Grounds Maintenance Worker, Position #1173 Grounds 8.0 hrs./246 days	01/09/2024
Camacho-Rodriguez, Ofelia A.	After School Program Site Coordinator, Position #11704 Enrichment & Specialized Programs 8.0 hrs./246 days	01/05/2024
Cruz-Martinez, Giselle	Paraeducator-Special Education, Position #6434 Lopez 5.75 hrs./183 days	01/08/2024
Diaz Rubin Truqui, Luz M.	District Translator, Position #8119 Special Education 8.0 hrs./246 days	01/09/2024
Fernandez Ramirez, Itzel D.	Paraeducator-General Education #10118 Chavez 4.0 hrs./183 days	01/08/2024
Fragosa, Julie M.	Campus Assistant, Position #3024 McAuliffe 4.5 hrs./180 days	01/09/2024
Garibay, Angel V.	Grounds Maintenance Worker, Position #10407 Grounds 8.0 hrs./246 days	01/08/2024
Granados Ramos, Adalberto	Custodian, Position #10468 Custodial Services 8.0 hrs./246 days	01/17/2024
McCullough, Cynthia D.	School Occupational Therapist, Position #8474 Special Education 8.0 hrs./202 days	01/08/2024
Mendoza, Mariana	Paraeducator-General Education, Position #11263 McKinna 6.0 hrs./183 days	01/08/2024
Mendoza Rendon, Rebeca	After School Program Site Coordinator, Position #11700 Enrichment & Specialized Programs 8.0 hrs./246 days	01/03/2024
Nembhard, Jacqueline B.	After School Program Site Coordinator, Position #11698 Enrichment & Specialized Programs 8.0 hrs./246 days	01/03/2024
Tellez, Teresa A.	Child Nutrition Worker, Position #6409 Child Nutrition Services 5.0 hrs./185 days	01/05/2024
Torres, Anthony R.	Accounting Specialist III, Position #1593 Budget & Finance 8.0 hrs./246 days	02/01/2024
Wilson, Harley R.	Paraeducator-Special Education, Position #10647 Lemonwood 5.75 hrs./183 days	01/29/2024

Limited Term/Substitutes

Acevedo, Valeria	Clerical (Substitute)	01/08/2024
Alcantar, Victoria Z.	Paraeducator (Substitute)	12/05/2023
Anderson, Jaclyn N.	Paraeducator (Substitute)	01/08/2024
Birruete, Vico A.	Campus Assistant (Substitute)	01/08/2024
Carlson, Alexandra E.	Clerical (Substitute)	12/18/2023

Limited Term/Substitutes**(Cont.)**

Carpinteyro, Michelle M.	Clerical (Substitute)	12/18/2023
Celedon, Lorena M.	Clerical (Substitute)	12/18/2023
Cervanes, Yanileysi	Clerical (Substitute)	12/03/2023
Cortez, Hannah R.	Campus Assistant (Substitute)	11/02/2023
Falla, Leticia A.	Clerical (Substitute)	12/18/2023
Flores, Christopher J.	Paraeducator (Substitute)	12/07/2023
Garza, Letisia H.	Clerical (Substitute)	12/18/2023
Gaxiola, Yasmine A.	Paraeducator (Substitute)	12/08/2023
Gil, Aurora E.	Campus Assistant (Substitute)	01/08/2024
Henry, Kathia T.	Clerical (Substitute)	01/03/2024
Hernandez, Alondra	Paraeducator (Substitute)	01/08/2024
Herrera, Camilla N.	Clerical (Substitute)	12/18/2023
Herrera, Julieta	Clerical (Substitute)	12/18/2023
Jauregui, Karen	Clerical (Substitute)	12/18/2023
Jimenez, Jasmin	Clerical (Substitute)	12/18/2023
Lozano, Jessica A.	Campus Assistant (Substitute)	01/08/2024
Lu, Huiling	Paraeducator (Substitute)	11/27/2023
Marquez, Alicia V.	Paraeducator (Substitute)	01/08/2024
Martinez, Jennifer H.	Paraeducator (Substitute)	01/08/2024
Mazon, Samira B.	Clerical (Substitute)	12/18/2023
Maldonado, Brenda	Clerical (Substitute)	12/18/2023
Martinez, Karina J.	Clerical (Substitute)	12/18/2023
Mina, Rovi A.	Clerical (Substitute)	12/18/2023
Nieto Rosas, Maribel	Clerical (Substitute)	01/08/2024
Nieto Rosas, Maribel	Campus Assistant (Substitute)	01/08/2024
Orozco, Marixa	Clerical (Substitute)	12/18/2023
Rodriguez, Shirley	Clerical (Substitute)	01/03/2024
Sanchez, Mariebelle B.	Clerical (Substitute)	12/18/2023
Solis, Daniela	Campus Assistant (Substitute)	01/08/2024
Sepulveda, Cynthia J.	Campus Assistant (Substitute)	01/08/2024
Sepulveda, Cynthia J.	Clerical (Substitute)	01/08/2024
Sonar, Deborah P.	Clerical (Substitute)	01/03/2024
Tardiff, Darlene	Paraeducator (Substitute)	01/08/2024
Tardiff, Tyler D.	Paraeducator (Substitute)	01/08/2024
Tellez, Daisy	Paraeducator (Substitute)	01/08/2024
Torres-Espinoza, Alejandra	Clerical (Substitute)	01/11/2024
Valerio, Johanna F.	Clerical (Substitute)	12/18/2023
Vazquez Hernandez, Karla J.	Paraeducator (Substitute)	01/08/2024

Promotion

Ayala, Susan M.	Accounting Specialist IV, Position #11399 Budget & Finance 8.0 hrs./246 days Accounting Specialist III, Position #1593 Budget & Finance 8.0 hrs./246 days	01/10/2024
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Transfers

Morataya, Maria I.	Intermediate School Secretary, Position #9638 Marshall 8.0 hrs./191 days Intermediate School Secretary, Position #6242 Driffill 8.0 hrs./191 days	01/22/2024
Ramirez, Anthony A.	Custodian, Position #11919 Lemonwood 6.0 hrs./246 days Custodian, Position #10467 Custodial Services 8.0 hrs./246 days	01/24/2024

Release From Probation

12151	Paraeducator-General Education, Position #10660 Curren 8.0 hrs./183 days	01/19/2024
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Resignations

Lopez Beltran, Juan Carlos	Custodian, Position #10473 Custodial Services 8.0 hrs./246 days	01/05/2024
Perez, Eyra A.	Paraeducator-Special Education, Position #6375 Harrington 5.75 hrs./183 days	01/05/2024
Ramirez, Wendy	Paraeducator-General Education, Position #7280 Lopez 5.75 hrs./183 days	01/19/2024
Samame, Natali C.	District Translator, Position #2299 Special Education 8.0 hrs./246 days	01/19/2024

Retirement

Martinez, Joann E.	Child Nutrition Worker, Position #389 Brekke 4.0 hrs./185 days	12/29/2023
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #23-224 – Tutorific LLC (DeGenna/Jefferson)

Tutorific LLC will provide additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day during the 2023-2024 fiscal year.

Term of the Agreement: February 8, 2024 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$50,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #23-224 with Tutorific LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-224, Tutorific LLC \(15 Pages\)](#)
[Proposal \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: N/A

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. On Site Services; Student Data Access. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. Other Services. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. Tuberculosis Risk Assessment requirements (Education Code section 49406). Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to cgaribay@oxnardsd.org and accountspayable@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

TUTORIFIC Tutoring Proposal for the Oxnard School District (OSD 2023-2024)

We welcome the opportunity to continue tutoring OSD students as we have for decades. The Tutorific/OSD relationship is one of our most cherished. We're proud to have helped thousands of OSD kids.

Tutorific has extensive experience tutoring students within a variety of Special Populations, including but not limited to Migrant, English Language Learners (ELL) , Long Term English Learners (LTEL), and special education (IEP, ISP, 504) throughout grades TK – 8th.

We prescriptively design each student's program based on the child's needs, learning modalities, and interests while focusing on the subjects requested by the parents/guardians as allowed by OSD; predominantly English, Reading, Language Arts, and Math. All students who complete the program are pre- and post-tested, and a copy of the progress reports is provided to OSD.

Here is our straightforward scope of work for the 2023/24 school year:

1. Students. OSD shall select the participating students. For each student assigned to Tutorific by OSD, **OSD shall provide Tutorific with the child's name, parent(s) name(s), address, contact phone numbers, and any information OSD deems helpful in providing service to the Student**, including but not limited to 504 plan, IEP, ISP, special education information, level of English language ability and home language, type of tutoring (if limited by OSD), and number of hours of tutoring (if limited by OSD). Tutorific may decline and/or drop a student if it is not possible to provide the tutoring due to lack of reasonable parent support in facilitating the tutoring (including but not limited to parent inflexibility to accept any of multiple scheduling options) or if the student presents a danger to other students or Tutorific staff.

2. Subjects & Duration. The subject(s) to be tested and tutored and are pre-approved by OSD are reading, language arts, and math. If requested by OSD and/or parent, and Tutorific's tutor is able, tutor may assist with other subjects as best serves each student including homework support (excluding science and foreign languages). Tutorific shall be notified by OSD in writing of students assigned for a finite number of hours of tutoring at the time each student is assigned, and OSD shall not be responsible to pay Tutorific for any tutoring beyond those stated hours. Students assigned without a finite number of hours shall be considered to be ongoing and OSD shall pay for all Tutorific-provided sessions for such Students throughout the school year in which the Students are assigned but OSD may stop any Student's tutoring with a simple two-week written notice.

3. Payment. Upon proper monthly invoicing which includes the number of hours provided per student, OSD agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of **\$85 per hour** per student for one-to-one tutoring. Scheduled attendance shall be reported at the time of monthly billing.

4. Testing & Reporting. Tutorific shall assess each Student as the first step of tutoring. Assessment time shall be counted and paid as tutoring time. Progress assessing and reporting shall occur approximately each 30-40 tutoring hours. Progress is not tested nor reported for students who drop from the program before each scheduled progress test.

5. Parent Communication. Tutorific shall be responsible for parent communication related to student scheduling, absences, and make-ups. A copy of each report shall be provided by Tutorific to each Student's parent. Tutorific shall provide reports to parents in Spanish when necessary for thorough communication.

6. Location of Tutoring. The location of tutoring shall be determined by mutual agreement between Tutorific and the Student's parent and may be at Tutorific's clinic or online (if Student's family is unable to provide transportation to/from the clinic). Tutorific will provide families with at least two (2) options of days and/or times for tutoring and will make good effort to meet family needs. At the same time, times and days will be offered during Tutorific's normal operating hours.

Approved and Submitted by

A handwritten signature in blue ink, appearing to read "Matt Oppenheimer", with a long horizontal flourish extending to the right.

Matt Oppenheimer
Executive Director

TUTORIFIC

(805) 482-3730

484 Mobil Avenue, Suite 12
Camarillo, CA 93010

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 07, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-242 – Mission Linen Supply (Mitchell/Corona)

Mission Linen Supply will provide a linen rental service for the Child Nutrition Services department that includes kitchen towels, aprons, and flat mops on a weekly basis.

Term of Agreement: February 8, 2024 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$20,000.00 – CNS Funds

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #23-242 with Mission Linen Supply.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-242, Mission Linen Supply \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services \$ _____

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed \$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Proposal

Acct. No. [redacted] Date 02/08/2024 Phone 805-385-1501 Ext. 2433 Email jcorona@oxnardsd.org
 Business Name Oxnard School District Contact Name Jason Corona
 Delivery/Street Address Location Addendum Attached City Oxnard State CA Zip [redacted]

ITEM	TYPE OF SERVICE TYPE	COLOR	IC	UNIT PRICE	TOTAL INVENTORY	NO. OF EMP.	NO. OF CHANGES WKLY	SERVICE CHARGE	WKLY. MIN. CHARGE PER ITEM/EMP.	SPECIAL ITEMS
Bar Mop Towels		White		.16	CII		CII	8%	50%	<input type="checkbox"/>
18" Flat Mop		Blue		.30	CII		CII	8%	50%	<input type="checkbox"/>
Apron		White		.30	CII		CII	8%	50%	<input type="checkbox"/>
Laundry Bags		Blue		.25	CII		CII	8%	100%	<input type="checkbox"/>
Linen Maintenance								15%		<input type="checkbox"/>
										<input type="checkbox"/>
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										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
										<input type="checkbox"/>
CII-Current Invoice Inventory										<input type="checkbox"/>

MISSION

Linen Supply

MISSION LINEN & UNIFORM SERVICE

ADDENDUM A

Locations:

- Brekke – 1400 Martin Luther King Jr. – 93030
- Chavez – 224 North Juanita Avenue – 93003
- Curren – 1101 North F Street – 93030
- Driffill – 910 South E Street – 93003
- Elm – 450 East Elm Street – 93033
- Frank – 701 North Juanita Avenue – 93030
- Fremont – 1130 North M Street – 93030
- Harrington – 2501 Gisler Avenue – 93033
- Kamala – 634 West Kamala Street – 93033
- Lemonwood – 2200 Carnegie Court – 93033
- Lopez – 647 Hill Street – 93033
- Marina West – 2501 Carob Street – 93055
- Marshall – 2900 Thurgood Marshall Drive – 93035
- McAuliffe – 3300 Via Marina Avenue – 93035
- Mckinna – 1611 South J Street – 93033
- Ramona – 804 Cooper Road – 93030
- Ritche – 2200 Cabrillo Way – 93030
- Rose – 220 South Driskell Street – 93030
- Sierra Linda – 2201 Jasmine Street – 93036
- Soria – 3101 Dunkirk Drive – 93035

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: February 07, 2024

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-243 – Disciplina Positiva, Inc. (Fox/Blevins)

Disciplina Positiva is a series of 6 parent workshops for ELAC families about positive discipline founded on mutual respect rather than punishment. The workshops focus on being firm and kind at the same time, learning creative cooperation, and self-discipline. The workshops will take place on Thursday evenings from February 8, 2024 through March 21, 2024.

FISCAL IMPACT:

Not to Exceed \$7,000.00 – Title 3

RECOMMENDATION:

It is the recommendation of the Principal, Kamala School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-243 with Disciplina Positiva, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-243, Disciplina Positiva Inc. \(4 Pages\)](#)
[Proposal/Invoice \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Educating with Love, Dignity & Respect

1215 N Earl Circle
Anaheim, CA 92806

714.345.7029

Lorozco@disciplinapositiva.org
info@disciplinapositiva.org

Proposal

Date: December 19, 2023

To: **Kamala Elementary**
634 W Kamala St
Oxnard, CA 93033

Subject: Proposal between **Oxnard School District** and **Disciplina Positiva** for an **In-Person Workshop**. It will be conducted in **Spanish**.

Dates and Time: Thursday, Feb 8, 15, 29, March 7, 14, 21, 2023, from 5:30 pm - 7:30 pm

Facilitator: Positive Discipline Certified Parent Educator

Rationale: **Phase 1: Dealing With My Child's Academics, Social-Emotional Development.** Parents will obtain positive discipline tools that will guide them in dealing with challenging social-emotional behaviors. They will also acquire effective stress, anxiety, and depression coping skills. Finally, parents will understand the importance of self-care and become positive influences in their children's lives.

Cost: Not to exceed **\$7,000.00** to be paid from **Oxnard School District**.

Prepared by: Disciplina Positiva, Inc

INVOICE

Disciplina Positiva, Inc
1215 N Earl Circle
Anaheim, CA 92806

lorozco@disciplinapositiva.org
(714) 345-7029
www.disciplinapositiva.org



**DISCIPLINA
POSITIVA**

Educating with Love, Dignity & Respect

Oxnard School District:Kamala School

Bill to

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

Ship to

Kamala School
634 W Kamala St
Oxnard, CA 93033

Invoice details

Invoice no.: 724
Terms: Net 15
Invoice date: 03/21/2024
Due date: 04/05/2024

#	Product or service	Amount
1.	PHASE 1 In-Person Thursday, Feb 8, 15, 29, March 7, 14, 21 2023 5:30 pm - 7:30 pm Spanish	\$7,000.00
Total		\$7,000.00

Thank you for your partnership!

Note to customer

Please make checks payable to: Disciplina Positiva
Mail to: 1215 N Earl Circle, Anaheim, CA 92806

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: February 07, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-245 – Alexander Neville Foundation (Fox/Nocero)

The Alexander Neville Foundation is a Not-for-Profit 501(c)(3) organization geared toward educating young people and communities on the dangers of fentanyl, marijuana, and social media. The Alexander Neville Foundation provides talks and presentations to students and parents on the dangers of marijuana and fentanyl use among teens. The founder of the organization, Amy Neville, lost her son to fentanyl overdose and now speaks to teens and their parents to bring light on what is happening in this arena and how fentanyl and marijuana are being put into the hands of young people.

The Alexander Neville Foundation will put on Fentanyl and Marijuana Awareness assemblies for all Oxnard School District students in 6th, 7th, and 8th grade. The Alexander Neville Foundation will also put on a parent night for any Oxnard School District parents to learn more about the dangers of fentanyl and marijuana use. The parent night will be an evening “Townhall” event to put on a showing of “Dead on Arrival”—a short film about fentanyl’s deadly role in the U.S. illicit drug market. The parent night will be an opportunity to come together as a community and educate parents and the greater community on how to combat fentanyl and marijuana use.

Term of Agreement: February 12, 2024 through February 15, 2024

FISCAL IMPACT:

Not to Exceed \$10,000.00 – Learning Communities for School Success Program Grant

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-245 with Alexander Neville Foundation.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-245, Alexander Neville Foundation \(4 Pages\)](#)
[Scope of Work \(1 Page\)](#)



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

Alexander Neville Foundation

Scope of Work

The Learning Communities for School Success Program (LCSSP) grant initiative will address the needs of the students targeted to receive services using non-punitive programs and practices, with the goal of improving attendance, reducing chronic absenteeism, reducing the use of exclusionary disciplinary practices, and improving school connectedness and supports for students in danger of alcohol and drug abuse. The dangers of marijuana and fentanyl use and abuse are becoming more and more prevalent among young people. In order to provide education and support to students and families, the Oxnard School District will contract with the Alexander Neville Foundation to provide educational presentations on the dangers of fentanyl and marijuana use.

Total Cost:

- Not to exceed \$10,000

Term:

- February 12, 2024 - February 15, 2024

Services provided:

- Conduct assembly presentations to 6th, 7th, and 8th Grade students at all UTK-8 and K-8 campuses.
- Assemblies will provide education on the dangers of marijuana and fentanyl use in an engaging and judgment-free environment.
- Conduct a presentation for families during an evening “townhall” event to put on a showing of “Dead on Arrival”—a short film about fentanyl’s deadly role in the U.S. illicit drug market.
- The Parent Night “town hall” will be an opportunity to come together as a community and educate parents and the greater community on how to combat fentanyl and marijuana use.
- Provide accurate information, resources, and prevention strategies to combat the spread of this deadly drug.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 07, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-248 with Flewelling & Moody for the Rose Avenue Elementary School Closeout Services (Mitchell/Miller/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 18, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody, Architects for architectural services relating to the Rose ECDC Project.

In the course of preparing the plans for submission to DSA, it was noted that there are two buildings which are to be included as a part of the project which do not have DSA certification. These buildings were part of a modernization project in 2010. The previous project must be closed with certification in order for the new ECDC project to be submitted and approved by DSA. Flewelling & Moody were the Architects for the project and are best positioned to perform the services required.

The proposal and Professional Services will enable the District to align with the goals set forth within the Enhanced Master Construct Program.

FISCAL IMPACT:

Not to exceed \$10,000.00 - Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Agreement #23-248 with Flewelling & Moody.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-248, Flewelling & Moody \(15 Pages\)](#)
[Proposal \(5 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as “District”) and _____, (hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
Architects	\$1,000,000.00 or \$2,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage: N/A

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and bmagana@oxnardsd.org, Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Proposal for: Oxnard School District

DSA Closeout and Certification Assistance for Rose Avenue Elementary School

Submitted to:
Dan Miller, Director of Facilities

1051 A Street
Oxnard California

January 9, 2024

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DSA Closeout and Certification Assistance for Rose Avenue Elementary School

I. Project Description/Scope of Work

1. The District has two buildings that are to remain at the site that structures that have not been certified by the Division of the State Architect (DSA). The buildings that were removed for the new facility will also require DSA acknowledgement that they no longer exist. The District requires assistance in certification and developing the required documentation.
2. Assist the District in obtaining DSA Certification.
3. It is anticipated that the project will be closed and certified by April 2024.

A. Scope of Services

1. Review with District the remaining buildings that require DSA certification and the outstanding items may be required to obtain certification. Complete submission of items on the remaining projects that are in various stages to final certification.
2. Meet with DSA staff to determine which project requirements are actually required to meet certification approval
3. Develop or obtain required documentation from District archives, inspectors, testing labs, consultants, etc.
4. Field investigate existing conditions to determine feasibility of obtaining required certification
5. Submit documents and assist the District in obtaining Division of the State Architect approval

I. Project Team

The project team members are as follows:

- | | |
|-----------------------|-------------------------------|
| ▪ Architect | Scott Gaudineer, AIA, C-14211 |
| ▪ Closeout Specialist | Megan Fries |
| ▪ Project Consultant | John Labriola |

Other team members shall be used as required to obtain DSA certification

IV. Professional Services Fee

The fee for the specified scope of services shall be on an hourly basis per Schedule of Billing Rates and expected to not exceed \$10,000. The billing shall be monthly. Reimbursable and consultant expenses shall be submitted at cost plus ten percent (10%).

EXHIBIT 'A'
FLEWELLING & MOODY INC.
SCHEDULE OF BILLING RATES – 2024

Managing Principal	\$300.00
Principal	\$285.00
Managing Architect	\$225.00
Senior Design Architect	\$200.00
Architect II	\$190.00
Architect I	\$175.00
CASp Services	\$225.00
Senior Project Manager	\$225.00
Project Manager II	\$190.00
Project Manager I	\$175.00
Senior CA Field Representative	\$190.00
CA Field Representative II	\$175.00
CA Field Representative I	\$155.00
Job Captain	\$175.00
Senior Designer	\$155.00
Designer II	\$135.00
Designer I	\$115.00
CADD III	\$135.00
CADD II	\$115.00
CADD I	\$95.00
Senior Tech Assistant	\$115.00
Tech Assistant II	\$105.00
Tech Assistant I	\$95.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect or at the time of renewal or an extension of contract.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Governmental fees
Reproductions
Plotting (required deliverables)

Scanning
Travel (in excess of 100 miles)
Photocopying
Subsistence
Sub-Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: February 07, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-249 – Kingsmen Shakespeare Company (Fox/Shea)

Kingsmen Shakespeare Company will provide educational workshops/school assemblies at schools in Oxnard School District and will also perform a shortened version of A Midsummer Night's Dream.

Teachers will receive materials to teach before and after the workshops/assemblies. The workshops will allow students to learn and experience Shakespeare.

Term of the Agreement: February 8, 2024 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$36,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-249 with Kingsmen Shakespeare Company.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-249, Kingsmen Shakespeare Company \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



October 26, 2023

Ginger Shea
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Ginger,

Kingsmen Shakespeare Company's popular Shakespeare Educational Tour (S.E.T.) is being scheduled for the Spring of 2024. Now in its 19th year we are proud to present William Shakespeare's *A Midsummer Night's Dream*, led by a group of professional actor/teachers trained to teach and enlighten children to the world of the bard.

In one day, students receive nine (9) 45-minute in-class workshops and are treated to a 50-minute adaptation of a classic Shakespearean comedy. Each member has both professional theatrical and educational experience. The highly interactive workshops include the poetry of Shakespeare, the history of the English Renaissance, vocabulary, as well as an analysis of *A Midsummer Night's Dream*.

Since its introduction the program has reached over 10,000 K-6th grade students. In 2012 S.E.T. proudly staged its performance for more than 300 at the Geffen Playhouse in Los Angeles. We also performed for the children of migrant farm workers in Camarillo and to dozens of regional elementary schools in Ventura County from grades K-6. The SET Program was a 2011 finalist in the Ventura County Arts Council All Star Awards for Arts Education.

The workshops and supporting curriculum were created through a collaboration of KSC and dedicated educators in the Conejo Valley Unified School District. The curriculum is designed to meet a majority of the Language Arts Standards for the State of California, including:

- Word Recognition
- Comprehension of the Written Word
- Literary Response
- Comprehension of Speakers
- Delivery of Oral Communication

60 West Olsen Rd #3900
Thousand Oaks, CA 91360
phone: 805-493-3184
www.kingsmenshakespeare.org



Themes that will be addressed by the workshops and performance include: use of imagination, recognizing and building of characters to tell stories, ways of solving conflict, and the effectiveness of Shakespeare's language in painting verbal pictures. In addition to the workshops and performance, all participating schools and teachers have access to curriculum support materials and classroom activity guides that may help prepare students for the arrival of their in-class visitors. This preparation is completely optional, but participating teachers have found it to be very beneficial. The script for the show, the Instructional Unit including additional preparatory educational materials and resources are posted on the Kingsmen Shakespeare company's website, <http://www.kingsmenshakespeare.org/tour/resources.php>

Please contact KSC for information about booking the tour for your school at 805-493-3184 or ewold@callutheran.edu. The cost for the nine morning workshops and afternoon performance is \$1800 per school. We are currently accepting bookings from January 29 through March 28, 2024. It is our understanding that you are interested in booking 20 schools for the Spring.

Please feel free to contact Elizabeth Wold or me if you have any questions.

With gratitude,

Timothy Hengst
Executive Director
Kingsmen Shakespeare Company

"Charity itself fulfills the law. And who can sever love from charity?"
(Love's Labour's Lost, Act IV, scene iii)

60 West Olsen Rd #3900
Thousand Oaks, CA 91360
phone: 805-493-3184
www.kingsmenshakespeare.org

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: February 07, 2024

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #23-135 – Hip Hop Mindset, LLC (Fox/Shea)

Hip Hop Mindset, LLC is providing Social Media management, content creation and posting services for the Oxnard School District Instagram and Facebook accounts for all school sites. Services include visiting school sites to capture photo/video of events and creating content (flyers, photos, graphics, videos) during the 2023-2024 school year.

Term of Agreement: August 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed: \$100,000.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-135 with Hip Hop Mindset, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-135, Hip Hop Mindset, LLC \(15 Pages\)](#)
[Proposal \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as "District") and _____,
(hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to jorejel@oxnardsd.org, gshea@oxnardsd.org, and accountspayable@oxnardsd.org

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

HIP HOP MINDSET

PROGRAM PROPOSAL 2023/2024 SCHOOL YEAR

The goal of the Hip Hop Mindset Dance Program is to inspire and motivate the youth through Hip Hop Music and dance!

PROVIDER: Hip Hop Mindset **Phone Number:** (805) 758-5701

Street Address: PO Box 7202, Oxnard, CA 93031

Email Address: info@hiphopmindset.com **Tax ID:** 82-3262470

SERVICES PROVIDED BY HIP HOP MINDSET

Hip Hop Mindset will provide photography and videography services to the Oxnard School District for the 2023/2024 school year.

Hip Hop Mindset will cover school events, district events, and any other events requested by Oxnard School District.

Hip Hop Mindset will help manage and post on Oxnard School District Social Media pages including Facebook, Twitter and Facebook.

Hip Hop Mindset will upload photos/videos and posts on a weekly basis on Oxnard School District social media platforms.

DATES: August 2023 - June 2024 **Times:** 8:00AM - 7:00PM

Hourly Rate: \$100.00 (*Not to exceed \$100,000.00*)

PAYMENT: District will pay provider after receipt of an invoice, net 30 days.

SCHOOL SITES: Various school sites throughout the Oxnard School District.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-137, STAR of CA/ERA Ed (DeGenna/Jefferson)

STAR of CA/ERA Ed will provide classroom support as a Consultant and 1 to 1 Behavioral Therapist for identified special education and general education students during the 2023-2024 academic year.

Term of Agreement: July 1, 2023, through June 30, 2024

FISCAL IMPACT:

Not to exceed \$2,000,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-137 with STAR of CA/ ERA Ed.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-137, STAR of CA/ERA Ed \(15 Pages\)](#)
[Scope of Services/Rate Sheet \(7 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Send invoices to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org
Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

501 Marin Street, Ste #225
Thousand Oaks, CA 91360
O (805) 379-1401
F (805) 379-1491
W www.eraed.com

Corporate Headquarters
4880 Market Street
Ventura, CA 93003
O (805) 644-7827
F (805) 650-1385
W www.starofca.com

2023/2024

PROGRAM DESCRIPTION OVERVIEW

STAR of CA (DBA: ERA Ed.) provides a range of behavioral and psychological services to support students with developmental and/or social-emotional disorders, in addition to their families. Students with a variety of barriers to accessing their education can participate in our school-based services, including those students may have or be at risk for an autism spectrum, mood/anxiety, and or behavior disorders that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE).

Services provided include:

- (1) Behavior intervention development and modification (BID)
- (2) Behavior Intervention Implementation of Behavior Modification Plans (BII)
- (3) Counseling and guidance services (CG)
- (4) Parent counseling and training (PCT)
- (5) Other psychological services aside from assessment and IEP development (PS)

ERA Ed.'s school-based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

Leveraging Technology - ERA Ed. has the capacity to offer consultation support and IEP driven services through a telehealth or distance learning modality that is HIPAA/FERPA compliant. ERA Ed. offers an array of service options for the use of video technology where it may improve the training needs of district staff or the individualized learning needs of students. Leveraging telehealth or distance learning may also help overcome barriers to helping students and their families get access to services and supports that may otherwise be challenging due to environmental or scheduling constraints. Our teams can help assess goodness-of-fit to ensure this modality would offer an educational or clinical benefit. All services eligible for telehealth (TH) services are denoted below.

ERA Ed. Service Delivery Options for VENTURA COUNTY SELPA

Consultation Support – ERA Ed. delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach, ERA Ed. serves as an

integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA Ed. can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to consultation support, the utilization of ERA Ed. for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity-building strategy for school districts, ERA Ed.'s delivery of such services creates an exemplar of effective behavioral health services. As the students' emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility from such behavioral health services back to district personnel so that the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA Ed. delivered behavioral health services and determining how these services are transferred back to school districts.

ERA Ed. Description of Services & Fee Schedule

Behavioral Services

Consultation (CNSLT) – includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA Ed. consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment. *Telehealth Options Available.*

Instructional Assistant / Para-Educator Training – IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices. *Telehealth Options Available.*

Classroom Program Development – ERA Ed's consultation support in the classroom is designed to enhance school district personnel's ability to respond to the educational and behavioral needs of their students. Positive Behavioral Interventions are incorporated into the classroom with an emphasis placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program implementation. Trainings can include but are not excluded to: Positive Behavior Support in the Classroom; Establishing and Maintaining Social Skills Curriculum in the Classroom; Data

Collection – to Support Analysis of Progress toward IEP Goals; Implementing Discrete Trial Training (DTT) in the Classroom, and Pivotal Response Treatment (PRT) in the Classroom. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops – A variety of workshops can be developed at the district’s request for more general teacher or broader district training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to observe within the settings in which the training content is to be applied. Follow up coaching delivered in the target settings is an essential component to the workshop model. *Telehealth Options Available.*

Assessments (FBA/FAA) - ERA-Ed provides comprehensive Functional Behavioral Assessments (FBA, FAA) conducted in compliance with the requirements set forth from IDEA. The assessments take place across multiple observations and across settings as needed. Assessments include the development of (a) proposed goals associated with the student’s needs to inform programming (b) a positive behavior intervention plan (PBIP) that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, a safety plan if needed and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII) – ERA-Ed provides highly trained behavior technicians who deliver one-on-one direct instruction using Applied Behavior Analytic interventions for students as part of their IEP in order to resolve challenging behaviors, teach replacement behaviors and develop academic readiness and social skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support the implementation of the student’s IEP. *Telehealth Options Available.*

Supervision (BID) – This service includes a range of supervisory activities designed to support the implementation of the student’s behavioral program as specified in their IEP. As part of the supervision model, each ERA-Ed behavior technician is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the student’s school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the behavior technician, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA Ed. behavior technician. Supervision also includes activities such as reviewing behavioral data and making necessary program changes (e.g., revising data collection systems, adapt teaching strategies), meeting with the behavior technician to discuss student progress, writing progress reports, and participating in monthly team meetings and IEPs. *Telehealth Options Available.*

Psychological Services

Counseling and Guidance Services (CG) – ERA Ed. counseling and guidance services include counseling for both short- and long-term educational programs – individual/group counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group-based modalities to best meet the needs of students, and are delivered in our agency office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Parent Counseling and Training (PCT) – ERA Ed. parent counseling and training services assist families in understanding the unique needs of their child and provides them with information and strategies they can use to assist their child in reaching their short- and long-term educational program goals and objectives. These services are delivered in home and community settings as well as in our agency office suite and can also be delivered via group-based formats using a psychoeducation model. These services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Psychological Services (PsychServ) – ERA Ed. psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., Clinical Psychologists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists). *Telehealth Options Available.*

Assessments (Psychoeducational, Education-Related Mental Health Services).

ERA Ed. is able to conduct a wide range of psychological assessment services, including ERICS assessments and individualized psychoeducational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Case Management/ Consultation (CNSLT-MH) – ERA ED. Mental Health Consultation involves performing collateral, indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, staff support, linking treatment across environments, and ongoing consultation with internal and external treatment providers. *Telehealth Options Available.*

Wraparound Services (WRAP or Social Work Services). ERA Ed. implements a team approach for Wraparound Services, utilizing evidence-based treatments and interventions. Core elements of Wraparound Services are provided in stepwise order:

1. System stabilization (Assessment as necessary)
2. Parent Management Training (Parent Counseling and Training, Positive Behavior Supports)
3. Generalizing supports to the educational environment (Mental Health Consultation/Psychological Services)
4. Individual counseling (Counseling and Guidance Services)
5. Family counseling (Counseling and Guidance Services)

The Wraparound (WRAP) team utilizes a Mental Health Associate model for direct services (i.e., counseling, positive behavior support) delivered in the home/community setting (e.g., school) with additional consultation and in-office/tele-health (e.g., telephone, videoconferencing) psychotherapy with licensed providers. All WRAP teams are managed by a licensed psychologist. Behavioral technicians are also available to assist the WRAP team with System stabilization and Parent Management Training in the home and community setting (e.g., school).

The intensity of WRAP services will depend on student need and may vary across time. As such, a flat 12-hour/30-day intake and triage package is available for those IEP teams in need of specific WRAP treatment recommendations. Further, all WRAP services are modular; comprehensive WRAP programs are able to be individually tailored by service, and according to student and family need. *Telehealth Options Available.*

On-site Counselor

The on-site counselor position is a fixed, 30-hour weekly position. One counselor can be assigned to 1 or 2 school sites and provides approximately 25 hours weekly of direct counseling support (individual, group, parent) at the school site. The remaining weekly hours would be designated to deliver the following indirect services:

- IEP attendance
- Goal creation
- Consultation with IEP team
- Tracking and notifying service dates for the IEP team
- Progress Reports

The on-site counselor position would also solve barriers to weekly service delivery, including:

1. One therapist per site would allow IEP Team members to easily know/identify the counselor with the ability for drop-in/on-site consultation.
2. The On-Site Counselor would track all IEP Service dates and can provide reminders to IEP teams.
3. The On-Site Counselor would have the same space/rooms assigned, thereby eliminating daily searches for inconsistent space needs.

4. The On-Site Counselor would have Increased flexibility with scheduling student services (I.e., if a student is unavailable at a specific day/time the counselor would have more potential ability to pull the student later in the week).

****Other Provisions: **PLEASE INITIAL**

Last Minute Cancellation (ABA-MHA-LMHP): Cancellations that occur within 1.5 hours of the scheduled start time or when a student no shows are occasions when ERA Ed. incurs labor costs for deploying our providers. ERA Ed. may bill a minimum of 1 hour for last-minute cancellations or no shows per session, not to exceed the length of the scheduled session unless otherwise specified.

Wait Time (ABA-MHA-LMHP): Providers waiting for the student to arrive may represent non-billable time where ERA Ed. incurs labor costs for deployed providers. ERA Ed. may bill a minimum of 15 minutes per scheduled session for wait time, not to exceed the length of the scheduled session unless otherwise specified.

STAR of CA dba ERA Ed
COVID-19 Cancellation and Notification Practices
2023-2024

Last Minute Cancellation - MH

A Last-Minute Cancellation (LMC) is defined as: a cancellation within 1.5 hours of a scheduled appointment or client no-show for said appointment. The scheduled session time will be billed for LMCs.

When a student does not attend their confirmed appointment, the therapist will:

1. Email a predetermined IEP Team member to notify them of the missed session.
2. Contact student/student's parent to assign relevant therapeutic homework (i.e., worksheet or other program development visual support) to support the student's counseling progress towards the IEP goal.
3. Update progress towards goal
4. Update student attendance log
5. Cancel appointment with LMC-billable code, which will be identifiable on the invoice.

All data will be made available upon request.

Please note that LMCs are not applicable/billable to OnSite Counselor contracts.

COVID-19 Exposure

In the event the School District, School, or IEP Team member learns of a potential COVID-19 exposure from student or school personnel to a STAR of CA/ERA Ed employee, we request that this information is emailed to: riskmanagement@starofca.com

**2023/2024
RATE TABLE**

BEHAVIORAL SERVICES	SrvCode	Rate	Per
Assessments (FBA/FAA)	EVAL	\$119.20	/hr
Consultation	CNSLT	\$119.20	/hr
Supervision	BID		/hr
Direct Instruction	BII	\$61.40	/hr
Last-Minute Cancellation/No Show ABA	LMC-ABA		/hr
BII Wait Time ABA	BII Wait Time		/hr
PSYCHOLOGICAL SERVICES	SrvCode	Rate	Per
On-Site Counseling - Mental Health Associate	OnSite:MHA	\$2,124.00	/wk
On-Site Counseling - Licensed Mental Health Professional	OnSite:LMHP	\$2,835.00	/wk
Mental Health Associate			
Mental Health Consultation – Mental Health Associate	CNSLT-MHA	\$70.80	/hr
Individual Counseling Services – Mental Health Associate	CIMHA		/hr
Group Counseling (CG) – Mental Health Associate	CNSLGRP-MHA		/hr
Parent Counseling & Training (PCT) –Mental Health Associate	CFMHA		/hr
Wrap services - Mental Health Associate	Wrap:MHA		/hr
Last-Minute Cancellation/No Show Mental Health Associate	LMC-MH		/hr
MH Wait time - Mental Health Associate	MH WaitTime		/hr
Licensed Mental Health Professional			
Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	\$94.50	/hr
Individual Counseling Services – Licensed Mental Health Professional	CILMHP		/hr
Group Counseling (GC) – Licensed Mental Health Professional	CNSLGRP-LMHP		/hr
Parent Counseling & Training (PCT) - Licensed Mental Health Professional	CFLMHP		/hr
Wrap services - MH Licensed Mental Health Professional	Wrap:LMHP		/hr
Last-Minute Cancellation/No Show - Licensed Mental Health Professional	LMC-LMHP		/hr
MH Wait time Cancellation - Licensed Mental Health Professional	LMHP WaitTime		/hr
Licensed Psychologist			
Assessments (Psycho-educational, Education-Related Mental Health Services)	ERMHS-ASMT	\$124.50	/hr
Psychological Services - Licensed Psychologist	PsychServ		/hr
Wrap services - Licensed Psychologist	Wrap:Psych		/hr

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-176 – City Impact Inc. (DeGenna/Jefferson)

City Impact Inc. is providing Individual Student and/or Group Therapy Services, and Social/Emotional Testing and Assessment to include report, for the Special Education Services Department during the period of July 1, 2023 through June 30, 2024.

FISCAL IMPACT:

\$800,000.00 (per attached Rate Sheet) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-176 with City Impact Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-176, City Impact Inc. \(15 Pages\)](#)
[Rate Sheet \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as “District”) and _____, (hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org,
Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



OXNARD SCHOOL DISTRICT

CITY IMPACT Revised Rates (Effective July 1, 2023)

Counseling Services	Session Rate
Provide Individual Therapy (English or Spanish)	\$ 70.95
Provide Individual Therapy (In-home or City Impact Office) (English or Spanish)	\$ 70.95
Start-Up Session (New Student 1.5)	\$ 106.46
Provide Social and Emotional Testing and Assessment	\$ 106.46
Crisis Counseling/Referrals (Per hour)	\$ 70.95
Attendance at IEP (Requested by School Psychologist/School Case Manager) (per hour)	\$ 70.95
Case Manager/Psychologist Meeting (Per 30 min)	\$ 35.48
Child Protective Service (Calls/Report)	\$ 70.95
Litigious Meeting (Per hour)	\$ 70.95
Initial and Final Progress Report	\$ 70.95
Quarterly Progress Report	\$ 35.48
Parent Call for Consent (Voice mail message, return calls) per call	\$ 35.48
Student sign in/out for Counseling sessions on campus (15 min per student)	\$ 17.74
Provide In-School Group Therapy Services (English or Spanish)	\$ 94.61
Tele-Health Counseling	\$ 70.95
SIRAS Therapists training (per hour)	\$ 70.95

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-227 – The Stepping Stones Group, LLC (DeGenna/Jefferson)

The Stepping Stones Group, LLC will provide supplemental staffing to the Special Education Department on an “as needed” basis during the 2023-2024 school year. The Stepping Stones Group, LLC will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School District will provide orientation, support, facilities, and training for service providers.

Service Providers:

- **Speech Language Therapist**
- **Speech Language Therapist Assistants**
- **Occupational Therapist**
- **Psychologist**

Term of Agreement: August 1, 2023 through June 30, 2024

FISCAL IMPACT:

Total amount not to exceed \$286,944.00 - Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-227 with The Stepping Stones Group, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-227, The Stepping Stones Group, LLC \(15 Pages\)](#)
[Rate Sheet \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number _____

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation,	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org, Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Ventura County SELPA

2023-2024 School Year

Speech Language Pathologist (SLP) \$95-100/hr

Speech Language Pathology Assistant (SLPA) \$70/hr

Occupational Therapist \$95-100/hr

Occupational Therapy Assistant (COTA) \$68/hr

Physical Therapist (PT) \$95/hr

Physical Therapy Assistant (PTA) \$68/hr

School Psychologist (Psych) \$106/hr

School Counselor \$93/hr

LMFT \$94/hr

Social Worker \$90/hr

Special Education Teachers (SpEd, RSP, SDC) \$90-92/hr

Credentialed School Nurse (CSN) \$100/hr

Registered Nurse (RN) \$75/hr

Licensed Vocational Nurse/Practical Nurse (LVN/LPN) \$60-62/hr

Adapted Physical Education (APE) \$92/hr

OMS/TVI/DHH \$92/hr

ASL Interpreter \$62-72/hr

Paraeducator (Para) \$38-44/hr

Behavior Interventionist \$50-55/hr/hr

Behavior Technician \$55-60/hr

Register Behavior Technician (RBT) \$63-70/hr

BCBA \$110-115/hr

ABA \$70-75/hr

Rate ranges are to accommodate varying degrees of experience

***Additional \$8/hr for Bilingual candidates

**Mileage is to be reimbursed at the federal reimbursement rate.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-246 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

Ventura County Office of Education/SELPA will provide Home/Hospital Instructional Teaching Services to the Special Education Department during the 2023-2024 school year.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$20,500.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-246 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-246, Ventura County Office of Education/SELPA \(3 Pages\)](#)



OSD AGREEMENT #23-246

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

VCOE Department Administrator	VCOE Signature	Date
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VCOE Executive Director Internal Business Services	VCOE Signature	Date
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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).

Estimated 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. Aracely Fox

Date of Meeting: February 07, 2024

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #23-247, Art of Legohn, LLC (Fox/Ruvalcaba)

Ms. Yaminah Legohn will perform an Afro-Fusion Dance for the opening of OSD's Black History Celebration on February 6, 2024. Afro-Fusion Dance is characterized by Hip Hop, Afro dance, and House. Additionally, Ms. Legohn will offer a dance rotation as part of the activities offered to families. During this activity, she will teach dance moves to those who attend her session.

FISCAL IMPACT:

\$419.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-247 with Art of Legohn.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-247, Art of Legohn, LLC \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



December 17th, 2023

To: Teresa Ruvalcaba
Oxnard Elementary School District

I trust this message finds you well. I am excited about the opportunity to teach an Afro Fusion class at the upcoming African American History Celebration at Christa McAuliffe on February 6th, 2024.

Below is the description:

Afro Fusion Dance, a dynamic blend of Hip Hop, Afro Dance, and House, promises to bring an energetic and culturally rich experience to this event.

Rate – \$419 (3 hour Event and Class Rotation)

Should you have any inquiries or require further clarification, please feel free to reach out to me at your earliest convenience.

Thank you for this opportunity, and I look forward to being a part of the African American History Celebration.

Best Regards,

A handwritten signature in black ink that reads 'Yaminah Legohn'.

Yaminah Legohn
Director and Educator of Art Of Legohn, LLC
Email: YaminahL@artoflegohn.com
Phone: 805-415-6469

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 07, 2024

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #23-253 – HopSkipDrive, Inc. (Mitchell/Galvan)

HopSkipDrive, Inc., upon request by the District, will from time to time supplement the districts' transportation programs using sedans, mini-vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students, and hard-to-serve trips to and from school.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$100,000.00 – General Fund

(\$35.00/HR Base Fee + \$2.50 per mile + (\$0.10) per Ride California Access for All Fee)

When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00, and adding it to the base mileage rate. For example, if the price of gasoline in the market, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found on the following website: <https://www.eia.gov/>.

RECOMMENDATION:

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #23-253 with HopSkipDrive, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-253, HopSkipDrive Inc. \(16 Pages\)](#)

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the “*Agreement*”) is entered into as of August 1, 2023 (the “*Effective Date*”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (the “*Contractor*”), and Oxnard School District (the “*Organization*”) (each a “*Party*” and collectively the “*Parties*”).

1. **Services.** During the term of this Agreement, Contractor will provide transportation coordination services (the “*Services*”) to the Organization as described on Exhibit A attached to this Agreement by arranging transportation by drivers who use the HopSkipDrive Platform (“*Drivers*” or “*Driver*”) for certain riders who attend the Organization (the “*Riders*” or “*Rider*”). The Organization will subscribe to use Contractor’s website, mobile and web applications (each, an “*Application*”), content, products, and related services (collectively, the “*Platform*”), available on a Software-as-a-Service basis, to utilize the Services, subject to any additional terms and conditions applicable to the use of such Platform as may be notified to the Organization from time to time.
2. **Compensation.** As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay to Contractor according to the terms specified in Exhibit B.
3. **Term and Termination.**
 - a. **Term.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in effect for a period of twelve (12) months (the “*Initial Term*”), subject to the termination and other provisions contained herein. Unless Organization notifies Contractor in writing of its desire to terminate this Agreement during the last thirty (30) days of the Initial Term or any subsequent renewal term, this Agreement shall renew for successive twelve (12) month terms (each a “*Renewal Term*”) in accordance with the terms of this Agreement. Expiration of the term of this Agreement shall not affect any claim or liability of either Party with respect to any (i) amount which is owing at the time of such expiration, regardless of when such amount becomes payable, and (ii) breach of this Agreement occurring prior to such expiration, regardless of when such breach is discovered.
 - b. **Termination.** Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice, provided that such notice period may be shortened with the mutual written consent of the Parties. In the event of such termination, Contractor shall be paid as outlined in Exhibit B for any portion of the Services that has been performed prior to the termination.
 - c. **Survival.** Upon expiration or termination of this Agreement, Sections 7-10 of this Agreement shall survive.
4. **Independent Contractor.** Contractor’s relationship with the Organization will be that of an independent contractor.

- a. **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services.
- b. **No Benefits.** Contractor acknowledges and agrees that Contractor and its employees, subcontractors or affiliates will not be eligible for any Organization employee benefits and, to the extent Contractors or its employees, subcontractors or affiliates otherwise would be eligible for any Organization employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees, subcontractors and affiliates) hereby expressly declines to participate in such Organization employee benefits.
- c. **Withholding.** Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's business organization and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.

5. **Relationship between the Organization and its Families.**

- a. Contractor shall contact the adult parents and legal guardians of the Organization's Riders (each, a "***Family***" and collectively, the "***Families***") regarding any material issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Organization shall designate an emergency contact(s) during the onboarding process (the "**Organization Notification Contact**"). In the event Organization needs to change the Organization Notification Contact, it shall communicate those changes to Contractor in writing and provide Contractor with five (5) business days to make the requested changes. Once the requested changes are made, Contractor shall provide Organization with written notice that the contact change has occurred (the "**Organization Notification Contact Change**"). Until the Organization receives the Organization Notification Contact Change, Contractor shall continue to use the contact information previously provided by Organization. Organization Notification Contact Changes shall not be considered amendments for purposes of this Agreement.
- b. Organization acknowledges that Contractor's Terms of Use specifically indicate that minors are not permitted to use Contractor's accounts. Organization shall communicate to the adult parents and legal guardians of the Organization's riders (each a "***Family***" and collectively, the "***Families***") and their Riders that minors are not permitted to use the Platform or contact Contractor's Customer Support team to request changes to their rides.
- c. Organization shall provide Contractor with accurate contact information for caregivers and ensure that such caregivers consent to be contacted with alerts and updates on scheduled rides. Caregivers will receive notifications to facilitate the smooth and safe operation of the

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Services, which may include notifications relating to scheduled rides, trip status updates, and schedule adjustments or modifications.

6. **License.**

- a. Subject to all limitations and restrictions contained herein, Contractor grants Organization and its authorized users a limited, non-exclusive, non-sublicensable, and non-transferable right to access the Platform on a Software-as-a-Service basis, solely to utilize the Services during the term of this Agreement. In no event will Organization:
 - i. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform;
 - ii. Modify, translate or create derivative works based on the Platform;
 - iii. Copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform;
 - iv. Hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or
 - v. Remove or obscure any proprietary notices or labels of Contractor or any of its third party licensors on the Platform.

By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the Platform, or any related software or other materials provided to Organization. Contractor owns all right, title, and interest in the Platform, and any related software and materials provided to Organization, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

- b. Organization may from time to time provide suggestions, comments for enhancements or functionality or other feedback to Contractor with respect to the Platform and Services. Contractor has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality for the benefit of all clients using the Services. Contractor shall own all right, title and interest to any such developments to the Platform or Services made by or on behalf of Contractor in response to any such feedback of Organization.
- c. Organization acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Contractor for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Organization further agrees that Contractor will be entitled to injunctive relief in the event Organization uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement.

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7. **Liability; Indemnity; Insurance.**

- a. EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO THE AMOUNTS PAID FOR THE SERVICE FOR THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM HAS ARISEN, REGARDLESS OF THE BASIS OF THE CLAIM. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM AND IRRESPECTIVE OF WHETHER SUCH PARTY SHALL HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY THEREOF.
- b. Contractor shall indemnify, defend and hold the Organization harmless from any third-party demands, claims or losses, including but not limited to reasonable attorney's fees ("Losses"), to the extent caused by a material breach by Contractor of any of its obligations under this Agreement. Contractor will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by the Organization. Organization shall indemnify, defend and hold Contractor harmless from any third-party Losses, to the extent caused by a material breach by Organization of any of its obligations under this Agreement. Organization will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by Contractor. This provision shall survive the termination or expiration of this Agreement.

8. **Representations, Warranties, and Disclaimers**

a. **Representations and Warranties.**

i. Each Party represents and warrants to the other Party that:

1. Such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder;
2. The execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and
3. This Agreement constitutes a legal, valid and binding obligation when signed by both parties.

ii. Organization represents and warrants that:

1. It has the right to provide Contractor with all of the necessary data and personally identifiable information for the purposes contemplated by this Agreement;

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2. It will use best efforts to prevent unauthorized access to or use of the Platform and notify Contractor promptly of any such unauthorized use and access;
3. It is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's Riders; and
4. It will use the Platform only in accordance with the documentation and applicable laws and regulations.

b. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. CONTRACTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY IT. CONTRACTOR DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES PROVIDED ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. ORGANIZATION WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF CONTRACTOR TO ANY THIRD PARTY.

9. **Confidentiality.** The Parties acknowledge that all non-public, confidential, or proprietary information provided by either Party (a "***Disclosing Party***") to the other Party or its affiliates (a "***Recipient***"), or to any of such Recipient's employees, officers, directors, partners, shareholders, agents, attorneys, accountants, financing sources, investors, consultants, or advisors (collectively, "***Representatives***"), in connection with this Agreement and the Services, whether disclosed orally or disclosed or accessed in written, electronic, graphic or machine readable information or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" ("***Confidential Information***") shall be held in strictest confidence, and shall not be used, except to the extent necessary to perform such Party's obligations under this Agreement. For the avoidance of doubt, information regarding Drivers is considered Confidential Information. Each Party shall maintain confidentiality of all such Confidential Information and shall not disclose any Confidential Information to any third parties without obtaining the prior written consent of the Disclosing Party. A Party shall be entitled to disclose Confidential Information to a third party to the extent necessary to facilitate the performance of its obligations under this Agreement, provided that such third parties are bound by confidentiality obligations similar to those set forth in this Section. The obligation of confidentiality does not apply to data or information that:

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- a. Is or becomes generally available to the public (other than through the Recipient’s unauthorized disclosure);
- b. Was in the Recipient’s possession prior to the time the Disclosing Party disclosed the information to the Recipient;
- c. Is compelled to be disclosed pursuant to any applicable laws or regulations, rules, or orders of court or other government authorities with valid jurisdiction over the relevant matter (provided attempts are made, to the extent practicable, to legally limit such disclosure);
- d. Is disclosed to the Recipient by a third party who has no duty of confidentiality to the Disclosing Party; or
- e. Is furnished to others by the Disclosing Party without confidentiality restrictions similar to those in this Agreement.

10. **Miscellaneous.**

- a. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Parties.
- b. **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
- c. **Notices.** Any notice required or permitted by this Agreement shall be sent electronically in writing to the primary email address provided for Contractor below, the primary mailing address for Organization as provided on the signature page, or as subsequently modified by written notice. Such electronic transmission shall be deemed delivered, if received during business hours (09:00 – 17:00, Monday to Friday) on the day of receipt or if received outside of business hours, on the next business day (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any notice required or permitted by this Agreement to be served in writing shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid to the address below, or as subsequently modified by written notice.

Contractor
Primary email address: legal@hopskipdrive.com

- d. **Choice of Law & Venue.** All matters arising out of or relating to this Agreement (with the exception of Arbitration which is described below) are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Los Angeles and County of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

- e. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then:
 - i. Such provision shall be excluded from this Agreement;
 - ii. The balance of the Agreement shall be interpreted as if such provision were so excluded; and
 - iii. The balance of the Agreement shall be enforceable in accordance with its terms.
- f. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
- g. **Force Majeure.** Neither the Organization nor Contractor is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which events shall include without limitation natural disasters, pandemics, epidemics, riots, wars, illness of a Driver, a Driver's mechanical problems, or any other similar cause ("***Force Majeure Event***"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the Parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either Party may terminate this Agreement by giving written notice thereof to the other Party. Upon the occurrence of any Force Majeure Event, the affected Party will give the other Party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.
- h. **Arbitration.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

- i. **Publicity/Marketing.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization. Additionally, subject to applicable laws regarding privacy of Rider information, Organization grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. “True and verifiable results” include but are not limited to cost savings realized by Organization, the number of Riders served, and the number of rides conducted. True and verifiable results do not include personal information about Riders or families. Organization consents to Contractor’s use of Organization’s name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor’s Services, provided that such use of the Organization’s name, logo and/or trademark is solely for purposes of identifying Organization as a user of Contractor’s Services.
- j. **Compliance with Laws.** Each Party shall comply with the federal, state, and local laws and regulations applicable to the Party in the performance of this Agreement.
- k. **Criminal History Record Information.** Pursuant to applicable laws, all Drivers who will have direct, in-person contact with Riders shall undergo a criminal background check.
- l. **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.
- m. **Family Educational Rights and Privacy Act.** To the extent applicable, Organization hereby designates Contractor as a “school official” with “legitimate educational interests” in the Organization’s records, as those terms have been defined under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), as amended from time to time (“*FERPA*”) and its implementing regulations. The Parties acknowledge that Contractor will create, access, and maintain Student Educational Records (as defined under FERPA) to perform the Services. Organization hereby grants permission to Contractor and independent contractors using the Platform to use Student Educational Records for maintaining and providing the Services, and for the avoidance of doubt, such independent contractors shall not be deemed third parties for purposes of access to Student Educational Records.
- n. **Assignment.** Neither Party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other Party’s prior written consent; provided however, that either Party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or

otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this section will be null and void.

- o. **Attorney's Fees**. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- p. **No Third-Party Beneficiaries**. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Agreement on the respective dates set forth below.

HopSkipDrive, Inc.

Oxnard School District

By:

(Signature)

By:

(Signature)

Name:

(Printed Name)

Name:

Lisa A. Franz

(Printed Name)

Title:

Title:

Director, Purchasing

Address:

P.O. Box 64256, Los Angeles, CA 90064

Address:

1051 South A Street, Oxnard, California 93030,
United States

Date:

Date:

EXHIBIT A

DESCRIPTION OF SERVICES

Organization may create an account on Contractor's platform and request rides for Organization's students through such accounts. Contractor shall arrange requested rides with Drivers on an ongoing and as-needed basis. Rides will be completed based on pricing outlined in Exhibit B of this Agreement.

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor as outlined herein:

ITEM	DESCRIPTION	PRICING
Base Fare – Per 1 Way Trip	Base Fare is a fixed cost per trip mobilization fee. Allows Organization to book rides at least 8 hours in advance. There is a \$50.00 minimum charge required per ride.	\$35.00
Per Mile Fee	Contractor maintains accurate daily records of student names, pickup and drop off location and time, which includes mileage. The total mileage charge for each ride is calculated based on the mileage travelled by the vehicle multiplied by the Per Mile Fee (" Mileage Charge ") which is then added to the Base Fare.	\$2.50
Charge for additional rider from same household with same points of origin and destination	No additional fee or charge will be applied for this ride type.	\$0
PCD+	For Riders requiring a consistent driver, HopSkipDrive offers the option of requesting a Primary CareDriver for a Ride Series. A Ride Series is created when a ride organizer requests recurring Rides for a Rider.	\$10.00 per ride
Regulatory Fees	When required by local regulation, the following shall apply, and may be amended based on regulatory changes without the need for an amendment to the Agreement: Ten Cents (\$.10) per Ride California Access for All Fee. Not Applicable	
Cancellation/no show fee	There is a \$0 cancellation fee when canceled 8 hours before a scheduled ride. Rides canceled between 0-1 hours incur a cancellation fee of 100% base fare + expected distance of ride. Rides canceled between 1-8 hours will incur a cancellation fee of 50% base rate + expected distance of the ride.	
Fuel Surcharge	When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found on the following website: https://www.eia.gov/	
Price Adjustments	The pricing for each renewal term (if any) shall be determined prior to each renewal term by the Parties, who shall use their best efforts to agree in writing upon such revised pricing.	

Surcharges/Taxes	Amounts required to be paid may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of the Organization (except that the Organization will not be responsible for any taxes on Contractor's income). Contractor shall be entitled to pass through all such applicable taxes and surcharges without the need to amend this pricing schedule.
Damage Fees	Organization acknowledges and agrees that Contractor may assess damage fees to Organization for damage to a driver's vehicle caused by a Rider, and Organization agrees to pay such damage fees. Damages include any actual physical damage or professional cleaning required as a result of a Rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage and supported by written evidence such as receipts or photographs.
Wait Time Fees	Organization is encouraged to ensure that Riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a driver cannot readily locate a Rider, the driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the driver will attempt to contact the Organization and caregivers. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, Contractor reserves the right to charge Organization \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.
Payment Terms	<p>Organization shall pay Contractor within thirty (30) days of Organization's receipt of such invoice according to the instructions contained in the invoice. Contractor may, but shall not be required to, accept payments for services which do not conform to the instructions contained on its invoices. In the event Contractor does not receive or accept payment based on Organization's failure to follow the payment instructions contained on Contractor's invoices, Organization shall remain liable for all monies owed pursuant to this agreement.</p> <p>Contractor shall provide Organization with an invoice via email to the contact designated by Organization during the onboarding process (the "Invoice Notification Contact") within thirty (30) days of the end of each month during which Services were provided. Organization shall notify Contractor in writing of any change to the Invoice Notification Contact, and allow Contractor at least five (5) business days to confirm in writing that the requested change has been made. Such changes shall not be considered amendments for purposes of this Agreement.</p>
Late Payment	Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization's failure to provide timely payment may be deemed a material breach of the agreement and Contractor shall be entitled to terminate the agreement, cease the services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor's failure to declare any late payment a breach shall not constitute a

waiver of Contractor's rights hereunder to declare any subsequent late payment a breach.

EXHIBIT C

MINIMUM INSURANCE COVERAGE

Contractor Minimum Insurance:

Automobile Liability: \$1,000,000 single limit/\$1,000,000 UM/UIM

General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Sexual Misconduct: \$1,000,000 limit/\$2,000,000 aggregate

Employer's Liability: \$2,000,000

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section D: Action Items

Consideration and Determination of a Method for Filling the Vacancy on the Board of Trustees (DeGenna)

As a result of Trustee Jarely Lopez's notice of resignation which took effect January 15, 2024, the Board must determine how it would like to fill the Board vacancy. California Education Code 5017 provides: *when a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment.* Trustee Lopez's term was due to expire in December 2026. Accordingly, the Board must determine if they will fill the vacancy through a special election or through a provisional appointment. The two options are further described below:

Option 1: Authorize an election to elect a new trustee who will serve through the November 2024 General Election. If the Board chooses to fill this vacancy through an election, staff will work through the County Registrar's office to authorize and conduct a special election at an estimated cost in excess of \$145,000.00.

Option 2: Make a provisional appointment of a trustee who will serve until the November 2024 General Election. If the Board chooses to make a provisional appointment, there is discretion for the Board to determine how it wants to fill the vacancy. Previously, the Board has held a public process of inviting applications for the vacancy, conducting interviews and then appointing a new member to fill the vacancy. If the Board determines that it will fill the vacancy through a provisional appointment, the Superintendent will present a timeline for advertising, receiving community applications, conducting interviews, and appointing a new trustee to serve for the remainder of the term.

FISCAL IMPACT:

TBD

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees make a determination regarding the options for filling the Board vacancy, and direct staff to proceed with the selected option.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section D: Action Items

Approval of Legal Services Agreement #23-252 with Frantz Law Group For Social Media Litigation (DeGenna)

At the January 17, 2024 Board meeting, the Board of Trustees voted to join a multi-district litigation against social media companies to address the negative impacts on the mental health of students and young people.

The Frantz Law Group has commenced litigation on behalf of approximately 800 school districts against Facebook, TikTok, Snapchat, Instagram, YouTube, and their various subsidiaries/affiliates (Defendants) to address the youth mental health crisis that is directly impacting their educational communities and mission to educate its students.

The lawsuit alleges that these companies are causing a mental health crisis among young children and teenagers that is marked by higher proportions of anxiety, depression, and thoughts of self-harm; all of which severely affect their ability to succeed in school. Students experiencing anxiety, depression, and other mental health issues perform worse in school, are less likely to attend school, are more likely to engage in substance use and to act out, all of which directly affects school districts' ability to fulfill their educational mission.

The lawsuit alleges Defendants have acted to target youth, maximize the time youth spend on Defendants' social media platforms, and maximize profits. The harm allegedly caused by Defendant companies, include but are not limited to, intentionally designing, marketing, and operating their exploitive social media platforms to be extremely popular with youth users, despite research conforming the severe and wide-ranging effects of social media on youth mental health. The lawsuit alleges that Defendants chose to put profits over the mental health of children and the Defendants' current business models for their social media platforms are deeply flawed and are causing real harm.

The lawsuit seeks to obtain a court order labeling Defendants' action as a public nuisance under California law; a term that applies to actions that endanger a considerable number of people. The lawsuit seeks injunctive relief requesting that practices of social media Defendants be halted/modified (i.e. insisting against certain marketing strategies or requiring a stronger age verification), and will also request financial compensation to each affected school district. The objective of the lawsuit is to not only hold Defendants accountable, but also obtain funding for districts for prevention education and mental health services.

FISCAL IMPACT:

There is no direct fiscal cost to participate in the lawsuit. Per the agreement, the Frantz Law Group is

compensated a percentage of any financial remedy received by the District.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board approve Legal Services Agreement #23-252 with Frantz Law Group for purpose of Social Media Litigation.

ADDITIONAL MATERIALS:

Attached: [Agrmt #23-252 Frantz Law Group \(7 pages\)](#)



Frantz Law Group
A Professional Law Corporation

Social Media Litigation

Client Contact Information

Public Entity Name: Oxnard School District

Public Entity Address: 1051 South A Street

Preferred Contact Information:

Primary Contact Name: Anabolena DeGenna

Role: Superintendent

Preferred email address: adegenna@oxnardsd.org

Preferred phone number: (805) 385-1501 ext. 2034

Secondary Contact Name: Lydia Lugo Dominguez

Role: Executive Assistant

Preferred email address: llugodominguez@oxnardsd.org

Preferred phone number: (805) 385-1501 ext. 2034

ATTORNEY-CLIENT CONTINGENCY FEE CONTRACT

Social Media Litigation

This ATTORNEY-CLIENT CONTINGENCY FEE CONTRACT (“Agreement”) is entered into by and between Oxnard School District (“Client” or “District”) and Frantz Law Group, APLC (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates Anabolena DeGenna, or his/her designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, Jade Koller and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. This is not intended to limit Attorneys’ option of delegating work to others as Attorneys deem appropriate.

3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages arising from District’s students’ use of social media. The litigation will involve, among other steps, the preparation and filing of the District’s action, i.e., the lawsuit ("Action"). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.

4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action, (b) proceedings before any federal or state administrative or governmental agency, department, or board, or (c) any other matter not expressly covered by this Agreement. With Client’s permission, however, Attorneys may elect to appear at administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

Twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client. Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, that is, the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- A. "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the parties adverse to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment. It is possible that payment to the Client by the adverse parties or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. The contingent fee is calculated, as described above, by multiplying the Gross Recovery by the fee percentage. The reimbursement of costs will be paid out of the initial payments, and the Attorneys' fees will be paid on a pro-rata basis as settlements are paid.

- B. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Attorneys are prevented from representing Client on a contingent fee basis, or Client discharges Attorneys before a recovery is obtained, Client agrees to pay the reasonable value of the services rendered. If the parties are unable to agree on the reasonable value of services rendered, Attorneys and Client agree that the fee will be determined via the procedures set forth in paragraph 9 below. In any event, the fee determined by arbitration shall not exceed twenty five percent (25%) of the Gross Recovery as defined in paragraph 5.

C. No General Fund Payments. Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from defendants in this litigation. Under no circumstances shall District general funds be obligated to satisfy the contingent Attorneys' fees.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fee, common benefit fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Other costs and expenses include case management computer services, document management services, case administration/accounting fees and costs, and other similar items. ATTORNEYS may find it necessary to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees but outside independent contractors (e.g. JND, Archer, KCC). The costs/expenses incurred that Attorneys advance will be owed in addition to Attorneys' fees, and Client will reimburse those costs/expenses after Attorneys' fees have been deducted from any award/recovery. **If there is no award/recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is insufficient to reimburse Attorneys for all costs/expenses after the Attorney's fee has been deducted, Client will not be required to reimburse Attorneys for the shortfall.**

SHARED EXPENSES: Client understands that Attorneys may incur certain costs/expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. The division of expenses shall apply regardless of when Client retained Attorney such that costs/expenses incurred prior to Client joining the lawsuit will still be divided and a portion allocated to Client.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES AND COMMON BENEFIT COSTS:

Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and/or in California state court coordinated proceedings (JCCP's) or other state court proceedings, and perform work which benefits the various law firms as well as clients of other law firms involved in the same or related litigation. As a result, the court(s) where the cases are pending may order that Attorneys are to receive compensation for Attorneys' time and effort which has benefitted all claimants. This compensation is known as "Common Benefit Fees," and they are paid by the law firms directly and not from the clients' recovery. If Attorneys are awarded such fees, they will be credited against the contingency fee to be

paid by each Client on an equal basis.

In contrast to Common Benefit Fees, “Common Benefit Costs” are litigation costs to which all Clients contribute a limited portion of their recovery to reimburse expenses incurred to prosecute the lawsuits collectively.

7. LIEN. In the event any third-party attempts to lien any anticipated award/recovery or proceeds already recovered, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien in the amount of the Attorneys’ fees (or reasonable value of services) and costs that Attorneys are entitled to, and that such lien applies to any and all proceeds recovered or to be recovered. More generally, Attorneys shall have a lien against any anticipated recovery and/or actual recovery for Attorneys’ fees (or reasonable value of services) and costs

8. DISCHARGE AND WITHDRAWAL.

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client or Client’s designee all evidence, files, and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

- B. Attorneys may withdraw with Client’s consent or for good cause. Good cause includes Client’s breach of this Agreement, Client’s refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.

9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any dispute arise between them, it must be mediated first, before any claims are filed. Specifically, any and all disputes, controversies or claims arising out of, or related to this Agreement and/or Attorneys’ representation of Client, including, but not limited to, claims of malpractice (collectively referred to herein as “Dispute” or “Disputes”), shall be submitted to mediation at the offices of Judicate West, San Diego, or Signature Resolution, in Los Angeles, California before a retired judge or other mediator affiliated with the selected organization, agreed to between the parties, and, if the parties cannot agree, before a retired judge selected by the organization who is hosting the mediation. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client and Attorneys will each pay one-half of the actual cost of the mediation, but each party will be

responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, fee disputes, among others, will be submitted to mandatory binding arbitration before Judicate West or Signature Resolution. By signing this Agreement, Client and Attorneys agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be heard in San Diego or Los Angeles, applying California law. Client is not waiving rights to arbitration for fee disputes before the San Diego County Bar Association.

10. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable for the proper handling of Client's claim, and Client expressly authorizes Attorneys to divide any Attorneys' fees that may eventually be earned with associated co-counsel.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of Attorneys' professional opinion.

MULTIPLE REPRESENTATIONS: Client understands that Attorneys do or will likely represent many other individuals/entities/school districts with claims that are similar or the same as Client's. Attorneys' representation of multiple Clients at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of one or more Clients may become inconsistent with the interests and objectives of other Clients. Attorneys are governed by specific rules of legal ethics regarding conflicts of interest that might arise from Attorneys simultaneous representation of multiple clients against the same or similar Defendants. Attorneys are required to advise Clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys' representation of multiple Clients at the same time. It is difficult to foresee all possible circumstances in which Clients' interests might conflict. Nonetheless, by way of example only, one or more Clients might wish to settle the case under certain terms while others disagree, and such disagreement makes it difficult or impossible to settle the case. By signing this Agreement, Client acknowledges that it has been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of Client and other and that The District Clients, and that, nevertheless Client consents to such simultaneous representation. Attorneys strongly advise Client to seek independent legal advice before signing this Agreement.

WAIVER OF DISQUALIFICATION: Under certain circumstances, including among others, when there is an irreconcilable conflict of interest among various Clients, Attorneys must, or it is prudent to, terminate the representation of one or more Clients. Should this occur for any reason, Client agrees that it will not seek to disqualify Attorneys from continuing to represent other Clients and/or from seeking new Clients about the same subject matter of the Action. Attorneys strongly advise Client to seek independent legal advice before signing this Agreement.

12. AGGREGATE SETTLEMENTS: Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve the cases in a group or groups, by making a single settlement offer to settle a number of cases or all cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the relative strengths and weaknesses of each case, the severity and extent of injuries/losses, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions which may include Client's individual claim. Nonetheless, Client retains the right to approve, and Attorneys are required to obtain Client's approval of, any settlement of Client's case.

13. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by Client and Attorneys.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

Dated: _____

Frantz Law Group, APLC

Dated: February 7, 2024

District Representative
Anabolena DeGenna
Superintendent

Type text here

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: February 07, 2024

Agenda Section: Section D: Action Items

Approval of School-Level Parent and Family Engagement Policies for 2023-2024 School Year - 20 schools (Fox/Ruvalcaba)

The Board of Trustees will receive a presentation on the recommended district and school-level Parent and Family Engagement Policies. The district policy shall be incorporated into the plan developed under ESSA Section 1112. This policy describes the district's expectations and objectives for meaningful parent and family involvement and how the agency will engage parents and families in the development, implementation, and annual evaluation of the content and effectiveness of the district's plan. The school-level Parent and Family Engagement Policies meet the requirements of Title I, Part A, of the Elementary and Secondary Education Act and support Action 1 of the District's Local Control Accountability Plan (LCAP) Goal 3. These policies were developed with parent input and describe the family engagement activities that schools will implement. These activities build on two of the five action areas of the California Family Engagement Framework (Capacity Building and Access and Equity).

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement that the Board of Trustees approve the School-Level Parent and Family Engagement Policies for the 2023-2024 School Year as presented.

ADDITIONAL MATERIALS:

Attached: [Brekke-Parent and Family Engagement Policy 2023-2024 \(11 pgs\).pdf](#)
[Chavez-Parent and Family Engagement Policy 2023-24 \(6 pgs\).pdf](#)
[Curren-Parent and Family Engagement Policy 2023-24 \(6 pgs\).pdf](#)
[Driffill-Parent and Family Engagement Policy 2023-24 \(6 pgs\).pdf](#)
[Elm-Parent and Family Engagement Policy 2023-24 \(7 pgs\).pdf](#)
[Frank-Parent and Family Engagement Policy 2023-24 \(6 pgs\).pdf](#)
[Fremont-Parent and Family Engagement Policy 2023-24 \(5 pgs\).pdf](#)
[Harrington-Parent and Family Engagement Policy 2023-24 \(6 pgs\).pdf](#)
[Kamala-Parent and Family Engagement Policy 2023-2024 \(5 pgs\).pdf](#)
[Lemonwood-Parent and Family Engagement Policy 2023-24 \(6 pgs\).pdf](#)
[Lopez-Parent and Family Engagement Policy 2023-24 \(8 pgs\).pdf](#)

[Marina West-Parent and Family Engagement Policy 2023-24 \(6 pgs\).pdf](#)
[Marshall-Parent and Family Engagement Policy 2023-24 \(6 pgs\).pdf](#)
[McAuliffe-Parent and Family Engagement Policy 2023-24 \(8 pgs\).pdf](#)
[McKinna-Parent and Family Engagement Policy 2023-24 \(7 pgs\).pdf](#)
[Ramona-Parent and Family Engagement Policy 2023-24 \(6 pgs\).pdf](#)
[Ritchen-Parent and Family Engagement Policy 2023-24 \(9 pgs\).pdf](#)
[Rose Ave-Parent and Family Engagement Policy 2023-24 \(8 pgs\).pdf](#)
[Sierra Linda-Parent and Family Engagement Policy 2023-24 \(8 pgs\).pdf](#)
[Soria-Parent and Family Engagement Policy 2023-24 \(9 pgs\).pdf](#)
[OSDâ€™s Parent and Family Engagement Policies Presentation \(15 pgs\).pdf](#)



OXNARD SCHOOL DISTRICT

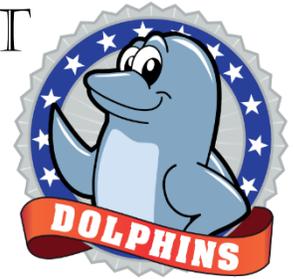
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www.oxnardsd.org

Norman R. Brekke School

1400 Martin Luther King Jr. Drive, Oxnard CA 93030

(805) 385-1521 Fax: (805) 485-4467



November 17, 2023

2.0 With approval from the local governing board, Norman Brekke School has developed a written Title I parent/guardian and family engagement policy with input from parents/guardians and family members of participating children. Input is solicited during School Site Council, English Learner Advisory and Coffee with the Principal meetings. The school has distributed the policy to parents and family members of children served under Title I, Part A. This distribution takes place to parents and students in the First Day Packet, which is distributed annually at the beginning of each school year. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent/guardian and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents/guardians and family members in the Title I program at Norman Brekke School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents/guardians of participating children shall be invited and encouraged to attend to inform parents/guardians and family members of their school's participation in the Title I program and to explain the requirements, and the rights of the involved stakeholders. (20 U.S.C. § 6318[c][1]) This meeting is held in conjunction with our Back to School Night in the fall of each year.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]) School Site Council, English Learner Advisory, Coffee with the Principal and parent/guardian trainings are held at various times to provide families with opportunities to make suggestions and participate in decisions relating to their children.
 - i. The school involves parents/guardians in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent/guardian and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]) Brekke holds regular Title 1 meetings during the school year, such as Back to School Night and Coffee with the Principal.

- ii. Title funds and activities are reviewed at School Site Council meetings throughout the school year and adjustments are made based upon available data/information regarding the effectiveness of activities.
 - iii. Regular/ongoing messages with parents regarding opportunities for students' activities to support student achievement,
 - iv. Parent training, parent education, School Site Council, ELAC, and SPED meetings are regularly offered and Title 1 funds are utilized to provide training, materials, and refreshments for parent trainings/meetings (for in-person meetings/trainings).
- c) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A]) Norman Brekke convenes annual and regular meetings to inform parents of our participation as a Title I school, the requirements of a Title I school, and of their rights to be involved in the decision-making process.
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels and rigor of our Common Core State Standards. (20 U.S.C. § 6318[c][4][B]). Teachers share the curriculum they use in the classroom. Data sets designed to measure student progress and report cards are shared during parent/guardian conferences.
 3. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C]) Norman Brekke believes parents/guardians play an integral role in supporting their child's learning and are encouraged to be actively involved in their education at school. Agendas are sent home daily and teachers communicate weekly with families via various platforms including Canvas, ParentSquare and Class Dojo. In addition, annual events such as parent/guardian conferences, Back to School Night and Open House help families stay informed and connected. Parents/guardians are encouraged to become part of advisory committees such as SSC and ELAC. Administrators are highly visible on campus and have an open-door policy for all stakeholders.
- d) If the school-wide program plan is not satisfactory to the parents/guardians of participating children, the school submits parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5]) The school-wide program plan is a living document that is shared with the local LEA and to parents/guardians at site meetings. Parent comments and suggestions are brought to the attention of the advisory committees for consideration of changes that may need to be made.

2.2 Building Capacity for Involvement (Parent/Guardian and Family Engagement Policy Continued)

To ensure effective involvement of parents/guardians and to support a partnership among stakeholders to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents/guardians with assistance in understanding such topics as our Common Core State Standards, local and state assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1]) Norman Brekke holds regular parent meetings to ensure understanding of our curricula, assessment data, a child's progress, and ways we can help their child achieve at their highest level.
- b) The school provides parent/guardians with material and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2]) Norman Brekke has parents/guardian information meetings in which the staff guide families through the use of material and technology to help improve student achievement.
- c) The school educates teachers, specialized instructional support personnel, administrators, and support staff, with the assistance of parents, in the value and utility of contributions of families, and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian engagement programs, and build ties between families and the school. (20 U.S.C. § 6318[e][3]) Norman Brekke values the partnership between staff, students and parents. We hold family events 3-5 times a year to build the relationship between school and home. We know that together we are more.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent/guardian involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts additional activities, such as family resource centers, to encourage and support parents/guardians. (20 U.S.C. § 6318[e][4]) Norman Brekke also sends out an annual needs assessment to our families to gain information regarding the resources families need in order to fully participate in their child's education. Once the assessments are completed, we schedule our parent/guardians trainings and family nights around the indicated topics.
- e) The school ensures that information related to school and parent/guardian programs, meetings, and other activities is sent to families in a format and, to the extent practicable, in a language the parents can access. (20 U.S.C. § 6318[e][5]) The school website, ParentSquare emails, teacher communication and automated phone calls provide information to families regarding upcoming programs and meetings.

- f) The school provides such other reasonable support for parental involvement activities under this section upon request. (20 U.S.C. § 6318[e][14])

2.3 Accessibility

Norman Brekke School, to the extent practicable, provides opportunities for the informed participation of parents/guardians and family members (including family members who have limited English proficiency, family members with disabilities, and family members of migratory children) including providing information and school reports as required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents/guardians/family members understand. (20 U.S.C. § 6318[f]) Norman Brekke invites ALL family members to participate and be involved in school activities. We make meetings and activities accessible to all regardless of English proficiency, disability or migratory status.

2.4 School-Parent/Guardian Compact

As a component of the school-level parent/guardian and family engagement policy, each school shall jointly develop with parents/guardians a school-parent/guardian compact that outlines how parents/guardians, the entire school staff, and students will share the responsibility for improved student academic achievement. The school-parent/guardian compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school’s responsibility to provide high-quality curricula and student-centered instruction in a supportive and effective learning environment that enables students to meet and exceed our rigorous Common Core State Standards. Outline opportunities for engagement such as volunteering in classrooms and at school events and participating in decision-making relating to the education of their children and related extracurricular activities. (20 U.S.C. § 6318[d][1]) Norman Brekke looks at our student performance regularly and sets equitable goals for high achievement. We hold high expectations for all students and create supportive, safe and meaningful environments to promote student agency and academic rigor.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 - 1. Parent/guardian-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the individual child’s achievement. (20 U.S.C. § 6318[d][2][A]) Parent-Teacher conferences are held in the fall for every student and in the spring for students in need of additional support. The School Compact helps us ensure we are working as a team to help each child be successful.
 - 2. Frequent reports to parents/guardians on their children’s progress. (20 U.S.C. § 6318[d][2][B]) Parents/guardians are sent report cards three times a year, have parent conferences at least once a year and are sent home progress on local assessments every month. Agendas are used daily to facilitate home-school communication.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C]) Teachers walk students out of the building daily and wait for parents/guardians to pick up their student(s) to relationships. Teachers communicate regularly with parents through various apps such as Canvas, ParentSquare and ClassDojo and meet with families individually upon request. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



OXNARD SCHOOL DISTRICT

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Norman R. Brekke School

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14 de noviembre de 2022

2.0 Con la aprobación de la Junta Directiva de Educación local, la escuela Norman Brekke ha desarrollado una política de participación de los padres y las familias, con el aporte de los padres y miembros de las familias de los estudiantes participantes. Se solicitan aportes durante las reuniones del Consejo del Sitio Escolar, Asesoramiento para Estudiantes de Inglés y Café con la Directora. La escuela ha distribuido la política a los padres y los miembros de las familias de los estudiantes a los que se les prestan servicios de acuerdo con la Parte A del Título I. Esta distribución se lleva a cabo a los padres y estudiantes en el Paquete del Primer Día, que se distribuye anualmente al comienzo de cada año escolar. (Sección 11503 del Código de Educación (EC, por sus siglas en inglés); (Sección [§] 6318[b][1-4] del Título 20 del Código de los Estados Unidos (USC, por sus siglas en inglés).

2.1 Participación de los padres en el programa Título I

La política describe los medios utilizados para cumplir con los requerimientos de participación de los padres y las familias de acuerdo con el Título I (Sección [§] 6318[b][1] del Título 20 del Código de los Estados Unidos (USC)).

Con el fin de promover la participación de los padres y miembros de las familias dentro del programa Título I, en la escuela Norman Brekke se han establecido las siguientes prácticas:

- a) La escuela convocará a una reunión anual, en un horario conveniente, al que se deben invitar y alentar a asistir a todos los padres de los estudiantes participantes, con el fin de informar a los padres y miembros de las familias sobre la participación de la escuela en el programa Título I y donde se explicarán los requerimientos y el derecho a participar de los padres (Sección [§] 6318[c][1] del Título 20 del Código de los Estados Unidos (USC)).
Esta reunión se lleva a cabo en conjunto con nuestra Noche de Regreso a la Escuela en el otoño de cada año.

1. La escuela ofrece un número flexible de reuniones, como reuniones por la mañana o por la noche, y puede proporcionar, con fondos del Título I, transporte, cuidado infantil o visitas domiciliarias, ya que dichos servicios se relacionan con la participación de los padres. (20 U.S.C. § 6318[c][2])
Consejo del sitio escolar, Asesoramiento para estudiantes de inglés, Café con la directora y Capacitaciones para padres se llevan a cabo en varios momentos para brindar a los padres oportunidades de hacer sugerencias y participar en decisiones relacionadas con sus hijos.

1. La escuela involucra a los padres de una manera organizada, continua y oportuna, en la planificación, revisión y mejora del programa título I de la escuela, incluida la planificación, revisión y mejora de la política de participación de los padres y la familia de la escuela y el desarrollo conjunto del plan del programa en toda la escuela. (20 U.S.C. § 6318[c][3])
Brekke celebra reuniones regulares del Título 1 durante el año escolar, como en las reuniones de Regreso a la Escuela Nocturna y Café con la Directora
2. Los fondos y actividades del título se revisan en las reuniones del Consejo del Sitio Escolar a lo largo del año escolar y los ajustes se realizan en función de los datos / información disponibles sobre la efectividad de las actividades.
3. Mensajes regulares / continuos con los padres con respecto a las oportunidades de actividades de los estudiantes para apoyar el logro estudiantil
4. La capacitación de los padres, la educación de los padres, el Consejo del Sitio Escolar, ELAC, SPED, etc. se ofrecen regularmente y los fondos del Título se utilizarán para proporcionar capacitación, materiales, alimentos, etc. para capacitaciones / reuniones de padres (para reuniones / capacitaciones en persona)

c) La escuela proveerá a los padres de los estudiantes participantes lo siguiente:

1. Información oportuna acerca del programa Título I (Sección [§] 6318[c][4][A] del Título 20 del Código de los Estados Unidos (USC)).

Norman Brekke convoca reuniones anuales y regulares para informar a los padres de nuestra participación como escuela de Título I, los requisitos de una escuela de Título I y de sus derechos a participar,

2. Una descripción y una explicación sobre el currículo en uso en la escuela, las formas de evaluación académica que utiliza la escuela para medir el progreso de los estudiantes, y los niveles de rendimiento alcanzados en los rigurosos estándares académicos estatales (Sección [§] 6318[c] [4][B] del Título 20 del Código de los Estados Unidos (USC)).

Los maestros comparten el currículo que usan en el aula. Los datos que miden el progreso de los estudiantes se comparten durante las conferencias de padres, con boletas de calificaciones y en las reuniones de información para padres.

3. Si los padres las solicitan, oportunidades para sostener reuniones regulares, con el fin de formular sugerencias y para participar, según corresponda, en las decisiones relacionadas con la educación de sus hijos; y para responder a cualquiera de las sugerencias de los padres, tan pronto como sea posible (Sección [§] 6318[c][4][C] del Título 20 del Código de los Estados Unidos (USC)).

Norman Brekke cree que los padres desempeñan un papel integral en la asistencia al aprendizaje de sus hijos y se les anima a participar activamente en su educación en la escuela. Las agendas se envían a casa diariamente, las

conferencias de padres, la noche de regreso a la escuela y las reuniones de padres se llevan a cabo regularmente. Se alienta a los padres a formar parte de comités asesores como SSC y ELAC. El director es muy visible en el campus y tiene una política de puertas abiertas para los padres.

- d) Si los padres de los estudiantes participantes no están satisfechos con el plan del programa, la escuela presentará todos los comentarios de los padres sobre el plan cuando lo ponga a disposición de la agencia educativa local (Sección [§] 6318[c][5] del Título 20 del Código de los Estados Unidos (USC)).

El plan del programa para toda la escuela es un documento vivo que se comparte con la LEA local y con los padres en las reuniones del sitio. Los comentarios y sugerencias de los padres se señalan a la atención de los comités asesores para que examinen los cambios que tal vez sea necesario realizar.

2.2 Desarrollar la capacidad de participación

(Política de participación de los padres y las familias - Continuación)

Para asegurar una participación efectiva de los padres y apoyar la colaboración entre la escuela, los padres y la comunidad en la mejora del rendimiento académico de los estudiantes, cada escuela y agencia de educación local, con la asistencia de los fondos del Título I, Parte A, establecerán las prácticas que se detallan abajo (Sección [§] 6318[e] del Título 20 del Código de los Estados Unidos (USC)).

- a) La escuela proveerá a los padres asistencia en la comprensión de tópicos, tales como, los rigurosos estándares académicos, las evaluaciones locales y estatales, los requisitos del Título I, Parte A, y cómo supervisar el progreso de los estudiantes y trabajar con los educadores en la mejora del rendimiento de sus hijos (Sección [§] 6318[e][1] del Título 20 del Código de los Estados Unidos (USC)).

Norman Brekke celebra reuniones regulares de padres para garantizar la comprensión de la evaluación, el progreso de un niño y las formas en que pueden ayudar a su hijo a alcanzar su nivel más alto.

- b) La escuela proporcionará a los padres materiales y capacitación para ayudarlos a trabajar en la mejora del rendimiento de sus hijos (Sección [§] 6318[e][2] del Título 20 del Código de los Estados Unidos (USC)).

Norman Brekke tiene reuniones de información para padres en las que el personal guía a los padres a través del uso de material y tecnología para ayudar a mejorar el rendimiento de sus estudiantes.

- c) La escuela, con la ayuda de los padres, instruirá a los maestros, el personal especializado de apoyo a la instrucción, los directores y otros líderes escolares, y demás personal, sobre el valor y la utilidad de las contribuciones de los padres y sobre cómo contactarlos, comunicarse y trabajar con los padres como socios igualitarios, implementar y coordinar los programas de padres y establecer lazos entre la escuela y los padres (Sección [§] 6318[e][3] del Título 20 del Código de los

Estados Unidos. (USC)).

Norman Brekke valora la asociación entre el personal, los estudiantes y los padres. Celebramos eventos familiares de 3 a 5 veces al año para construir la relación entre la escuela y el hogar.

- d) La escuela, dentro de lo posible y apropiado, coordinará e integrará programas y actividades de participación de padres a los programas federales, estatales y locales, incluidos los programas del preescolar estatal; y conducirá otras actividades, tales como centros de recursos para padres, para alentar y apoyar a los padres a tener una mayor participación en la educación de sus hijos (Sección [§] 6318[e][4] del Título 20 del Código de los Estados Unidos (USC)).

Norman Brekke envía una evaluación de necesidades a nuestras familias anualmente para obtener información sobre los recursos que los padres necesitan para participar plenamente en la educación de sus hijos. Una vez que se completan las evaluaciones, programamos nuestras capacitaciones para padres y noches familiares en torno a los temas indicados.

- e) La escuela asegurará que la información relacionada con los programas de la escuela y los padres, las reuniones y otras actividades, es enviada a los padres en un formato, y dentro de lo posible, en un idioma que los padres puedan comprender (Sección [§] 6318[e][5] del Título 20 del Código de los Estados Unidos (USC)).

El sitio web de la escuela, los correos electrónicos, la comunicación con los maestros y las llamadas telefónicas automatizadas proporcionan información a los padres sobre los programas y reuniones de padres. Estos se envían en un idioma que los padres pueden entender.

- f) La escuela proporcionará todo apoyo adicional razonable a las actividades de participación de los padres de esta sección, según lo soliciten los padres (Sección [§] 6318[e][14] del Título 20 del Código de los Estados Unidos (USC)).

2.3 Accesibilidad

La escuela Norman Brekke, dentro de lo posible, proveerá oportunidades de participación informada a los padres y miembros de las familias (incluidos los padres y miembros de las familias que tengan dominio limitado del inglés, padres y miembros de las familias con discapacidades, y padres y miembros de las familias de estudiantes migrantes),

incluyendo la provisión de información y reportes escolares requeridos de acuerdo con la Sección 1111 de la Ley de Educación Primaria y Secundaria (ESEA, por sus siglas en inglés), (Sección [§] 6311 del Título 20 del Código de los Estados Unidos (USC)), según la modificación de la Ley para el Éxito de Todos los Estudiantes (ESSA, por sus siglas en inglés) en un formato, y dentro de lo posible, en un idioma que los padres puedan entender (Sección [§] 6318[f] del Título 20 del Código de los Estados Unidos (USC)). Norman Brekke invita a TODOS los padres a participar y participar en las actividades escolares. Hacemos que las reuniones y actividades sean accesibles para todos, independientemente del dominio del inglés, la discapacidad o el estado migratorio.

2.4 Convenio entre la escuela y los padres

Como parte de la política de participación de los padres y las familias al nivel de la escuela, cada escuela, que recibe servicios de acuerdo con la Parte A, deberá desarrollar, junto con los padres de todos los estudiantes que reciben servicios de dicha parte, un convenio entre los padres y la escuela, que detalle la forma cómo los padres, todo el personal de la escuela y los estudiantes compartirán la responsabilidad de mejorar el rendimiento académico de los estudiantes y las formas mediante las cuales la escuela y los padres desarrollarán y fortalecerán una sociedad de colaboración para ayudar a los estudiantes a alcanzar los más altos estándares estatales. El convenio entre la escuela y los padres cumplirá con los requerimientos detallados abajo. (Sección [§] 6318[d] del Título 20 del Código de los Estados Unidos (USC)).

- a) Describir la responsabilidad de la escuela en la provisión de un currículum e instrucción de alta calidad en un entorno de educación efectivo, que permita que los estudiantes que reciben servicios de acuerdo con esta parte alcancen los rigurosos estándares académicos estatales; y describir las formas en las que cada padre será responsable de apoyar el aprendizaje de su hijo, ofrecerse de voluntario en la clase de su hijo, y participar, según sea apropiado, en las decisiones relacionadas con la educación de sus hijos y el uso positivo del tiempo extracurricular (Sección [§] 6318[d][1] del Título 20 del Código de los Estados Unidos (USC)).

Norman Brekke analiza el rendimiento de nuestros estudiantes con regularidad y establece metas para un mayor rendimiento. A partir de estos objetivos, planificamos el camino para alcanzarlos. Tenemos altas expectativas para todos los estudiantes y creamos entornos de apoyo y efectivos para apoyar en el logro de estos objetivos. Desarrollamos el Pacto Escuela/Padres/Estudiantes que describe la responsabilidad de la escuela y los padres de mejorar el rendimiento y los medios para hacerlo.

- b) Abordar la importancia de la comunicación continua entre los maestros y los padres, a través de los requerimientos detallados debajo, como mínimo (Sección [§] 6318[d][2] del Título 20 del Código de los Estados Unidos (USC)).

1. Conferencias de padres y maestros en las escuelas primarias, por lo menos anualmente, durante las cuales se conversará sobre el convenio, ya que este se refiere al rendimiento individual de los estudiantes (Sección [§] 6318[d][2][A] del Título 20 del Código de los Estados Unidos (USC)).

Las conferencias de padres y maestros se llevan a cabo en el otoño para cada estudiante y en la primavera para los estudiantes que nos preocupan que no estén haciendo un crecimiento académico adecuado. El pacto escolar se discute para garantizar que estemos trabajando en equipo para ayudar a cada niño a tener éxito.

2. Informes frecuentes a los padres sobre el progreso de sus hijos. (Sección [§] 6318[d][2][B] del Título 20 del Código de los Estados Unidos (USC)).

A los padres se les envían boletas de calificaciones tres veces al año, tienen conferencias de padres al menos una vez al año y se les envía a casa el progreso de las evaluaciones locales cada mes. Las agendas se utilizan diariamente para facilitar la comunicación entre el hogar y la escuela.

3. Acceso razonable de los padres al personal, a oportunidades de voluntariado y participación en la clase de sus hijos y observación de las actividades de la clase (Sección [§] 6318[d][2][C]) del Título 20 del Código de los Estados Unidos (USC)).

Los maestros sacan a los estudiantes del edificio diariamente y esperan a que los padres recojan a sus estudiantes para comunicarse con los *padres*. *Los maestros se comunican con los padres a través de varias aplicaciones, correos electrónicos y llamadas telefónicas.*

4. Aseguramiento de una comunicación regular, de dos vías entre los miembros de la familia y el personal de la escuela, hasta donde sea posible, en un idioma que los miembros de la familia puedan comprender (Sección [§] 6318[d][2][D]) del Título 20 del Código de los Estados Unidos (USC)).

Las agendas se usan diariamente, las conferencias de padres, la noche de regreso a la escuela y las reuniones de padres se llevan a cabo en un idioma que los padres pueden entender. Los números de teléfono y los correos electrónicos de todo el personal se proporcionan a los padres para ayudar a facilitar la comunicación bidireccional.

- *Podría ser de ayuda incluir la revisión de la política de participación de los padres y la familia en el Plan Anual para el Rendimiento Estudiantil de la Escuela.*

**La política debe ser actualizada periódicamente para atender las necesidades cambiantes de los padres, los miembros de la familia y la escuela. Si la escuela tiene un proceso establecido para promover la participación de los padres y los miembros de la familia al planear y diseñar los programas de la escuela, la escuela podrá utilizar dichos procesos, si ellos incluyen una adecuada representación de los padres y miembros de la familia que reciben servicios del Título I, Parte A.*



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Title I School-Level Parent and Family Engagement Policy

Cesar E. Chavez School

December 7, 2023

2.0 With approval from the local governing board, Cesar E. Chavez School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through paper copy sent in the beginning of the school year packet sent to families, our website, and through paper copy upon request. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Cesar E. Chavez School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])
 - Inform parents of their school's participation in the Title I program
 - Explain the requirements of Title I
 - Explain the right of parents to be involved
 - Election of parents to advisory committees, as needed
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, school site council, ELAC, PTA, etc.
 - Parent meetings are held at different days/times to accommodate parent availability
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate
 - A variety of different parent education programs are offered throughout the school year
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

- Chavez holds regular Title 1 meetings during the school year, such as Back to School Night and Coffee with the Principal meetings
- Title funds and activities are reviewed at school site council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities
- Regular/ongoing messages with parents regarding opportunities for students regarding activities to support student achievement
- Parent training, parent education, school site council, ELAC, etc. are regularly offered and Title funds will be utilized to provide training, food, etc. for parent trainings/meetings (for in-person meeting/trainings)

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

- School holds regular Title 1 meetings
- Timely information through parent emails, Back to School Night, ELAC Committee, SSC, and PTA (English/Spanish for all activities)
- Parent/teacher conferences for all students after the first trimester, and as needed after the second trimester (translation available as needed)

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

- Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement is presented with an opportunity for questions from parents
- Parent/Teacher conferences for all students in the fall, and as needed in the spring trimester. Parent/teacher conferences are also scheduled as necessary throughout the year
- Posting of California School Report Card annually as required
- Chavez School posts on our website links to content standards for all students and all content areas (in both English and Spanish)

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- At Chavez, parents are offered the opportunity to provide input for the Single Plan for Student Achievement during regularly scheduled parent committees such as English Learner Advisory Committee (ELAC), School Site Council, and PTA
- If requested by parents, Chavez provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and respond to any such suggestions as soon as practicably possible
- Through informal requests for parent meetings, Back to School Night, Coffee with the Principal, and other parent training opportunities

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Chavez will submit as soon as practicably possible all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District)

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
 - Assist parents in understanding the academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings
 - Hold parent/teacher conferences for all students in the fall and as necessary or requested by parents throughout the school year
 - Review state standards for the grade level at parent/teacher conferences
 - Explain and discuss student achievement expectations and results at ELAC and SSC meetings
 - Discuss student achievement and opportunities for students at Back to School Night
 - Chavez School posts on our website links to content standards for all students and all content areas (in both English and Spanish)

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
 - Parent trainings including parent workshops, school site council, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
 - Parent trainings including parent workshops, school site council, ELAC, Reading and Math Nights, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, teachers, counselors, and outreach specialist
 - Professional development for teachers and support staff throughout the school year
 - Parents are adequately represented on school/stakeholder groups at site and district level including school site council, PTA, ELAC, DELAC and Parent Advisory Committee

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource

centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

- Parent trainings including parent workshops, school site council, ELAC, Reading and Math Nights, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, teachers, counselors, and outreach specialist
 - Chavez coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish
 - Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators as needed
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

- Chavez immediately provides translation for parents in person, online, or on the telephone
- Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests
- Parents are further encouraged to participate and provide suggestions for trainings/topics of interest through annual Needs Assessment Survey

2.3 Accessibility

Cesar E. Chavez School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators.
- Chavez School posts on our website links to content standards for all students and all content areas (in both English and Spanish)

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - The school's responsibility to provide high-quality curriculum and instruction in a meaningful, supportive, and effective learning environment in which students served under Title 1 meet the statewide academic grade level content standards. This responsibility includes parent information about intervention and enrichment opportunities, staff availability to work directly with parents to support students, parent trainings on how to support students, and ongoing regular communication with parents regarding their students progress including progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas, and creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.
 - Chavez School posts on our website links to content standards for all students and all content areas (in both English and Spanish)

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Hold parent/teacher conferences for all students in the fall and as necessary or requested by parents throughout the school year

 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Chavez School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June)
 - Chavez School sends progress reports to students at the midpoint of each trimester notifying parents if their student is not making adequate progress academically (as measured by class marks)

 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

- Chavez School regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including LMS Canvas, email, phone communication, parent/teacher conferences, and other school approved platforms (such as ClassDojo and Remind apps)
 - Chavez School parents are welcome to observe in classrooms with previous notification to the school
4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
- Chavez School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, email communication, audio phone messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Bernice Curren K-8 School
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(805) 385-1527 Fax: (805) 485-7593



Title I School-Level Parent and Family Engagement Policy
Bernice Curren School
2023-2024

2.0 With approval from the local governing board, Curren School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through paper copy sent in the beginning of the school year packet sent to families, our website, and through paper copy upon request. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1]) To involve parents and family members in the Title I program at Bernice Curren School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])
 - Inform parents of their school's participation in the Title I program
 - Explain the requirements of Title I
 - Explain the right of parents to be involved
 - Election of parents to advisory committees, as needed
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, school site council, ELAC, PTA, etc.
 - Parent meetings are held at different days/times to accommodate parent availability
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate in the school
 - A variation of different parent education programs are offered throughout the school year

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

- Curren holds regular Title 1 meetings during the school year, such as Back to School Night and Coffee with the Principal meetings
- Title I funds and activities are reviewed at School Site Council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities
- Regular/ongoing messages with parents regarding opportunities for students' activities to support student achievement
- Parent training, parent education, School Site Council, ELAC, SPED etc. are regularly offered and Title I funds will be utilized to provide training, materials, food, etc. for parent trainings/meetings (for in-person meetings/trainings)

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

- School holds regular Title 1 meetings
- Timely information through parent emails, Parent Square, Back to School Night, ELAC Committee, SSC, and PTA (English/Spanish for all activities) and Mixteco as needed
- Parent/teacher conferences for all students after the first trimester, and as needed after the second trimester (translation available as needed)

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

- Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement data is presented with an opportunity for questions from parents
- Parent/Teacher conferences for all students in the fall, and as needed in the spring trimester. Parent/teacher conferences are also scheduled as necessary throughout the school year
- Posting of California School Report Card annually as required
- Curren School posts on our website links to content area standards for all students (in both English and Spanish)

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- At Curren, parents are offered the opportunity to provide input for the Single Plan for Student Achievement during regularly scheduled parent committees such as English Learner Advisory Committee (ELAC), School Site Council, and PTA

- If requested by parents, Curren provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and respond to any such suggestions as soon as feasibly possible
- Through informal requests for parent meetings, Back to School Night, Coffee with the Principal, and other parent training opportunities

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Curren will submit as soon as practicably possible all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District)

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
- Assist parents in understanding the academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings
 - Hold parent/teacher conferences for all students in the fall and as necessary or requested by parents throughout the school year
 - Review state standards for the grade level at parent/teacher conferences
 - Explain and discuss student achievement expectations and results at ELAC and SSC meetings
 - Discuss student achievement and opportunities for students at Back to School Night
 - Curren School posts on our website links to all the content area standards for all students (in both English and Spanish)
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- Parent trainings including parent workshops, School Site Council, ELAC, technology trainings, and other topics that are offered throughout the school year as coordinated by the school administration, school counselor, and the outreach specialist
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with

parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

- Parent trainings including parent workshops, school site council, ELAC, Reading and Math Nights, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, teachers, school counselor, and the outreach specialist
- Professional development for teachers and support staff throughout the school year
- Parents are adequately represented on school/stakeholder groups at site and district level including school site council, PTA, ELAC, DELAC and Parent Advisory Committee

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

- Parent trainings including parent workshops, school site council, ELAC, Reading and Math Nights, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, teachers, school counselor, and the outreach specialist
- Curren School coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish
- Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators as needed

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

- Curren school provides immediate translation for parents in person, online, or on the telephone
- Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for recommendations about future meeting agenda/information requests
- Parents are encouraged to participate and provide suggestions for trainings/topics of interest through the annual Needs Assessment Survey

2.3 Accessibility

Bernice Curren School , to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communication, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators.
- Curren School posts on our website links to content standards for all students and all content areas (in both English and Spanish)

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - The school's responsibility to provide high-quality curriculum and instruction in a meaningful, supportive, and effective learning environment in which students served under Title 1 meet the statewide academic grade level content standards. This responsibility includes parent information about intervention and enrichment opportunities, staff availability to work directly with parents to support students, parent trainings on how to support students, and ongoing regular communication with parents regarding their students progress including progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas, and creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.
 - Curren School posts links on our website to content area standards for all students in both English and Spanish)
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Hold parent/teacher conferences for all students in the fall and as necessary in the spring or as requested by parents throughout the school year
2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Curren School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June)
 - Curren School sends progress reports to students at the midpoint of each trimester notifying parents if their student is not making adequate progress academically (as measured by class marks)
3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Curren School communicates regularly with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including parent Square, LMS Canvas, email, phone communication, parent/teacher conferences, and other school approved platforms.
 - Curren School parents are welcome to observe in classrooms with previous notification to the school
4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Curren School communicates regularly with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, email communication, audio phone messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms such as Parent Square.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

Driffill School

School of Environmental Science and Global Awareness



Title I School-Level Parent and Family Engagement Policy

DRIFFILL SCHOOL

December 15, 2023

2.0 With approval from the local governing board, Driffill School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is reviewed and approved annually in collaboration with School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through parent and student emails, Driffill's website, and is pushed out directly to students iPads. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]).

To involve parents and family members in the Title I program at Driffill School, the following practices have been established:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])

- Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, SSC, ELAC, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - Parent education programs are offered throughout the school year.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- Driffill School holds an annual Title 1 meeting at Back to School Night.
 - Title funds and activities are reviewed at SSC meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
 - Parent training, parent education, SSC, ELAC, Coffee with the Principal etc. are regularly offered and Title funds will be utilized to provide training materials, refreshments, etc. (for in-person meetings/trainings).
 - The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - Driffill holds an annual Title I meeting.
 - During the first trimester, parent/teacher conferences are held for all students. Thereafter, they are offered as needed for the other two trimesters. (translation is available when needed).
 - Information is disseminated through the following: Back to School night, ELAC, SSC, Café Con Padres and PTA. Parent Square App.
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - During the first trimester, parent/teacher conferences are held for all students. Thereafter, they are offered as needed for the other two trimesters. (translation is available when needed).
 - Academic assessment information is also presented during ELAC, SSC, and general parent workshops, specifically related to student progress.
 - Posting of the California School Accountability Report Card, annually, as required.
 - Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
- If requested, formally or informally, Drifill has an open-door policy in which parents are allowed to provide suggestions and to participate in decisions related to their child's education, and responses to any such suggestions will be offered in a timely manner.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Drifill will submit and report all written documentation of parent comments indicating that the school wide program is not satisfactory to the LEA and site level committees (SSC and ELAC)

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

- Through any general parent information and parent education meetings, Drifill parents are supported (either in English or Spanish) in understanding the academic content and achievement standards. In addition, parents are supported in monitoring and learning how to improve achievement for their child.
- Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
- During parent/teacher conferences, teachers review state standards with parents.
- During ELAC and SSC meetings, agenda items explain and discuss student achievement, expectations and results.

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

- Administration, counselor, and outreach specialist continuously collaborate to distribute educational materials and offer parent trainings throughout the school year in our ELAC, Café Con padres, SSC, and technology trainings.

c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

- Parents are equitably represented on school committees: PTA, ELAC, and SSC
- Drifill provides professional learning opportunities for all our faculty and staff.
- Administration, counselor, and outreach specialist continuously coordinate parent trainings throughout the school year: ELAC, Café Con padres, School Site council, and Technology trainings.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

- Administration, counselor, and outreach specialist are continuously coordinating parent trainings throughout the school year: ELAC, Café Con padres, School Site council, and Technology trainings.
- Drifill parents are well represented in all district committees: (District English Learner Advisory Committee, Parent Advisory Committee)

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

- Any documents/materials sent to parents, are in both English and Spanish.
- Translation is offered throughout the school year in any school activity and/ or committee (ELAC, PTA, SSC). In addition, translation is available when necessary or requested by a parent.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

- Drifill provides a two-way communication partnership with parents as they are frequently asked for their feedback regarding any of the school committees and/or activities held at the school site. Parents are considered full partners and are included in any decision-making at Drifill school.

- Translation is readily available when necessary or requested by a parent.

2.3 Accessibility

Drifill School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- Any documents/materials sent to parents, are both in English and Spanish.
- Translation is offered through out any school committee (ELAC, PTA, SSC) and/or available when necessary or requested by a parent.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - At Drifill we value a strong family partnership. Drifill strives to cultivate an inclusive learning community where everyone is respected for their diverse perspectives, experiences, and cultural backgrounds. We believe positive connections and relationships with families and school staff directly impact student achievement.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

- During the first trimester, parent/teacher conferences are held for all students. Thereafter, they are offered as needed for the other two trimesters. (translation is available when needed).
2. Frequent reports to parents on their children’s progress. (20 U.S.C. § 6318[d][2][B])
 - Parents receive three formal trimester grade notifications per school year, (November, March and June).
 - Parents also receive a trimester midpoint progress notification if the child is not making adequate progress.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child’s class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Driffill participates in an on-going communication partnership between our parents and staff. The two-way communication is correlated in ways in which parents and staff can communicate with each other using various platforms: email communication, direct phone class, Canvas, school bulleting, Parent Square, iPad communication etc.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Driffill school is constantly communicating and working with parents, guardians, and other stakeholders to extend capacity and advocacy throughout the year. The two-way communication includes email communication, voice messages, school website, direct phone calls, iPad and school bulletins.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school’s programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



ELM STREET SCHOOL

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Ma. Christina Fernandez



Title I School-Level Parent and Family Engagement Policy Elm Street School December 2023

2.0 With approval from the local governing board, Elm Street School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. Through parent email, our website, and directly to our parents and student iPads via application. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Elm Street School, the following practices have been established:

- a) The school convenes an annual meeting at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year, including parent workshops, parent training, tech trainings, School Site Council (SSC), English Language Advisory Committee (ELAC), PTA, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Parent meetings are held with child supervision to increase parent participation
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.



Additionally, various parent education programs are offered throughout the school year such as

- Parent meeting that reviews how to read student report cards
- A-G requirements presentation
- Pathway to Biliteracy information
- Reclassification Process and Requirement Information
- Community Street Safety
- ELAC Reclassification information
- Program “Mujer e Hija”
- Parent Technology training
- Parent Literacy training on how to support our students
- Parent Math training on how to help our student

c) The school involves parents in an organized, ongoing, and timely way in the planning, review, and improvement of the school’s Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

- Elm Street School holds an annual Title 1 meeting at Back to School Night.
- Title funds and activities are reviewed at SSC meetings throughout the school year, and adjustments are made based on available data/information regarding the effectiveness of activities.
- Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
- Parent training, parent education, SSC, ELAC, Coffee with the Principal, etc., are regularly offered. Title funds will be utilized to provide training materials, refreshments, etc. (for in-person meetings/training).
- The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

- Elm School holds an annual Title 1 meeting.
- Timely information is shared through Class Dojo, ParentSquare Messages, written flyers with information, Back to School Night, ELAC, SSC, and PTA (English/Spanish for all activities).
- Parent/teacher conferences for all students are offered after the first trimester and as needed after the second trimester for those students not at grade level (translation available as needed).

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])



- Parent meetings, including ELAC, SSC, and other meetings, are held regularly where student achievement is presented with an opportunity for questions from parents.
- Parent/Teacher conferences for all students in the fall and as needed in the spring trimester. Parent/Teacher conferences are also scheduled as necessary.
- Posting of California School Accountability Report Card annually, as required.
- Information about district-adopted curriculum is shared during Back to School Night and Parent/Teacher conferences.
- The Elm Street School website provides information about the staff, classroom activities, and parent resources.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.
- Teachers assess students informally and formally to monitor student growth in the core areas and meet to analyze student data results to plan instruction and student interventions. Our School Goals are: 1. Writing across the curriculum 2. Developing oracy 3. Promoting Growth Mindset in Mathematics and ELA.
- Oxnard School District STAR 360 assessment to evaluate English, Spanish, and Mathematics proficiency thrice a year.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- Parents are offered the opportunity to provide input for the School Plan for Student Achievement during regularly scheduled parent meetings such as ELAC, SSC, and PTA.
 - If parents request, Elm Street School provides opportunities for regular meetings to formulate questions, participate, as appropriate, in decisions relating to their child's education, and respond to any such suggestions as soon as practicably possible.
 - Informal requests for parent meetings, Back to School Night, Coffee with the Principal, and parent training opportunities offer forums for parents to provide suggestions and to be involved in decision-making.
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
- Elm Street School will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).



2.2 Building Capacity for Involvement

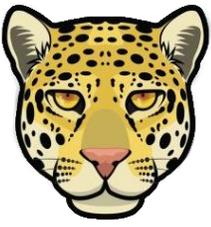
To ensure the effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

- Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve their child's achievement through general parent information and parent education meetings.
- Parent/Teacher conferences for all students will be held in the fall and as necessary or as parents request throughout the school year.
- State standards for the grade level will be reviewed at Parent/Teacher conferences.
- Student achievement expectations and results will be discussed at ELAC and SSC meetings.
- Student achievement and opportunities for students to improve will be discussed at Back to School Night.
- Elm Street School posts links to all the content area standards for all students (in both English and Spanish), on our website.
- Parent informational nights based on parent request
 - Parent Report Card Review
 - A-G requirement Presentation
 - Pathway to Biliteracy Information night
 - Reclassification Process and Requirement presentation

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

- Parent training, including parent workshops, is offered throughout the school year as coordinated by the school administration, counselors, and outreach specialists. We gather input through surveys, public comments in meetings (ELAC, SSC, PTA), and informal requests via calls or visits to the office. We prioritize and plan parent education topics according to the feedback received, addressing specific areas of interest expressed by parents.
- Community Street Safety
- ELAC Reclassification information
- How do you read a school report card?
- Program Mujer e Hija
- Technology PD
- Parent Literacy training on how to support our students
- Parent Math training on how to help our students



c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

- Parent training, including parent workshops, SSC, ELAC, technology training, etc., are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist.
- Professional development for teachers and support staff throughout the school year.
- Parents are adequately represented in school/education partner groups, including SSC, ELAC, and PTA.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

- Parent training, including parent workshops, SSC, ELAC, technology training, etc., are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist.
- Elm Street School coordinates with parents/families to ensure we have parent representation at all district committees, including the District English Language Advisory Committee (DELAC), Parent Advisory Committee (PAC), etc.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

- All school communications, including print, video, and pictures, are sent home in English and Spanish.
- Translation is offered for all committee meetings, including SSC, ELAC, etc.
- Spanish translation is immediately available for a parent when necessary. Mixteco translation is arranged through the OSD Mixteco translators.

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

- Elm Street School immediately provides translation for parents in person, online, or by telephone.
- Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agendas/information requests.



2.3 Accessibility

Elm Street School to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, and pictures, are sent home in English and Spanish.
- Translation is offered for all committee meetings, including SSC, ELAC, PTA, etc.
- Spanish translation is immediately available for a parent when necessary. Mixteco translation is arranged through the OSD Mixteco translators.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and how the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards and how each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

- At Elm Street School, this responsibility includes:
 - Providing parents with information about intervention and enrichment opportunities.
 - Ensuring staff availability to work directly with parents to support students.
 - Providing parent training on how to support students.
 - Ensuring ongoing regular communication with parents regarding their student's progress, including progress reports, parent conferences, and implementation of parent monitoring tools within CANVAS.
 - Creating a positive school climate through implementing CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.

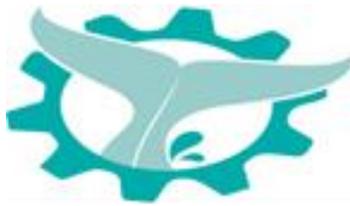
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])



1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students are held in the Fall and as needed.
 - Teachers also hold parent/teacher conferences in the Winter for struggling students
 - Families can also request conferences throughout the school year
2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Elm Street School sends out formal grade notifications three times yearly (after each trimester in November, March, and June).
 - Parent/Teacher conferences for all students are held in the Fall and as needed.
 - Families have access to grades on CANVAS.
 - Students receive Progress Reports throughout the year.
3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Elm St. School regularly communicates with parents regarding how parents/guardians can directly communicate with staff members, including email, phone communication, Parent Square, Class Dojo, and parent/teacher conferences.
 - Elm Street School parents are welcome to observe in classrooms with previous notification to the school.
4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Elm Street School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes phone calls, email communication, Parent Square, Class Dojo, voice messages, the Elm Street School website, our district website, and our student applications on iPads.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



R.J. FRANK



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Title I School-Level Parent and Family Engagement Policy R.J. Frank Academy

2023-2024

2.0 With approval from the local governing board, R.J. Frank Academy has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC) The school has distributed the policy to parents and family members of children served under Title I, Part A. through parent email, student email, our website, and directly to our student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at R.J. Frank Academy, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]).
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, SSC, ELAC, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.

- Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- R. J. Frank Academy holds an annual Title 1 meeting.
 - Title funds and activities are reviewed at SSC meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
 - Parent training, parent education, SSC, ELAC, etc. are regularly offered and Title funds will be utilized to provide training, refreshments, etc. for parent trainings/meetings (for in-person meeting/trainings).
 - The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - R. J. Frank Academy holds an annual Title 1 meeting.
 - Timely information is shared through parent emails, Back to School Night, ELAC, SSC, and PTA (in English/Spanish for all activities).
 - Parent/Teacher conferences for all students are offered after the first trimester, and as needed after the second trimester (translation available as needed).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement is presented with an opportunity for questions from parents.
 - Parent/Teacher conferences for all students are offered in the Fall, and as needed in the Spring trimester. Parent/Teacher conferences are also scheduled as necessary.
 - Posting of the California School Accountability Report Card is completed annually, as required.
 - R.J. Frank Academy posts, on the school website, links to content standards for all students and all content areas (in both English and Spanish).
 - Report Cards are sent home three times a year with information on academic progress and standards achieved in the classroom.
 - Information about district-adopted curriculum is shared during Back to School Night and Parent/Teacher conferences.
 - Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
 - Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
 - If requested by parents, R. J. Frank Academy provides opportunities at regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and responses to any such suggestions are provided as soon as practicably possible. Meetings can include IEPs, SSTs, and 504 Meetings.
 - Informal requests for parent meetings, Back to School Night, and parent training opportunities offer forums for parents to provide suggestions and to be involved in decision making.
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
 - R. J. Frank Academy will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).
 - Parents may provide input to SSC through ELAC, SSC meetings themselves, or other opportunities to meet with administration. SSC responds to questions or concerns brought up by the ELAC after each meeting.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
 - Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their children through general parent information and parent education meetings.
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
 - State standards for the grade level will be reviewed at Parent/Teacher conferences.
 - Student achievement expectations and results will be discussed at ELAC and SSC meetings.
 - Student achievement and opportunities for students to improve will be discussed at Back to School Night.
 - R. J. Frank Academy posts links to all the content area standards for all students (in both English and Spanish), on the website.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- Parent trainings are offered throughout the school year, which include School Site Council, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
 - Professional development for teachers and support staff are offered throughout the school year.
 - Parents are adequately represented on school/educational partner groups at the site and district level including SSC, PTA, ELAC, DELAC and the Parent Advisory Committee.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
 - R. J. Frank Academy coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
 - Translation is offered for all committee meetings including SSC, ELAC, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the Oxnard School District (OSD) Mixteco translators.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Every year, the R. J. Frank Showcase Night highlights all the electives and special programs for the community.
 - R. J. Frank Academy immediately provides translation for parents in person, online, or on the telephone.

- Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.

2.3 Accessibility

The school, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators.
- R. J. Frank Academy posts, on the school website, links to content standards for all students and all content areas (in both English and Spanish).

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - R. J. Frank Academy meets all the Williams Act requirements to ensure all students have district adopted curriculum and a one-to-one iPad to ensure access to core curriculum with rigor. Teachers receive training in newly adopted curriculum and professional development in best practices. Parents are provided with a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet. This information will include, School Parent Involvement Policy, Parent/Student Handbook, Volunteer Applications/Information, Assessment Information, and Curriculum Descriptions for English Language Arts and Math and other content areas. The school's web site provides information about the staff, classroom activities and parent resources, including the school calendar. In addition, a brochure is distributed for each grade level describing which standards will be taught for the year.
 - If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible will be discussed.
 - Parents/community members will be given timely responses to any concerns and suggestions.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or requested by parents throughout the school year.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - R. J. Frank Academy sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 - R. J. Frank Academy sends progress reports to students at the midpoint of each trimester notifying parents if their student is not making adequate progress academically.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - R. J. Frank Academy regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences.
 - R. J. Frank Academy parents are welcome to observe in classrooms with previous notification to the school.
 - Parents may volunteer at school after they are fingerprinted and cleared through the District Office.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - R. J. Frank Academy regularly communicates with parents, guardians, and educational partners in an ongoing manner throughout the year. This communication includes video bulletins (when applicable), email communication, voice messages, text messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Title I School-Level Parent and Family Engagement Policy

Fremont Academy of Environmental Science and Innovative Design 2023-2024

2.0 With approval from the local governing board, Fremont Academy has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. At Fremont Academy to provide parents with a welcoming environment for them to be engaged in a productive way for the academic and social emotional health of their child. Our ELAC and SSC committees involve parents with the decision making at our school. During the first ELAC meeting each year, the ELAC members create a parent needs assessment and it is sent to all parents. We use responses to plan workshops around their needs. Our PTA works with our community for fundraising opportunities. The school has distributed the policy to parents and family members of children served under Title I, Part A. We distribute the engagement policy on our school website, Blackboard Connect emails and phone messages directing parents to the school website. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Fremont Academy, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

We provide Title I program information during back to school night. We also send Parent Square messages to distribute ELAC, SSC, and PTA information.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
We have open parent question and answer forum meetings where parents may ask

questions. Meetings are scheduled based on parents request and needs as indicated in the Parents Needs Assessment.

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
SSC and ELAC review the policy and provide feedback, annually.
- d) Fremont provides parents of participating children with the following:
 - 1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
Information is distributed during our back to school night.
 - 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
Teachers provide this information during back to school night. Student progress reports are sent three times a year and trimester grades are also sent three times a year. State test results are mailed home and also placed in students' cum folders.
 - 3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
Parents participate in IEP, SST and 504 meetings where they are direct partners in the decision making concerning their child. Additionally, our counselors work with our criteria 2 students to discuss strategies to increase success and social-emotional well-being.
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
Parents may provide input to SSC through ELAC. SSC will respond to questions or concerns.

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with

educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
Teachers conference with parents after the first trimester and discuss these components. During IEPs, SSTs, and 504s, these assessments may be discussed. English learners continue to be monitored for 4 years after reclassification. The Elevations program is used to keep track of the 4-year period.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
At Frank we held an internet safety discussion for parents so they can be more educated on how to support their child's safe use of the internet. We have participated in Project 2 Inspire which gives our parents some practical tools on how to help their child be successful. We are planning to provide parent workshops that support with parenting skills; such as The New Dawn, VCBH Mental Health, OPD gang-related/drug related presentations, Daughter-Mother, Parent project, and PIQE, based on results from our parent needs assessment
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

Professional development is provided through curriculum trainings and SIP days throughout the year.

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
To ensure that our parents feel connected to our school, we offer programs for parents. Some of those programs are Project 2 Inspire, The New Dawn, VCBH Mental Health, Parent Project and PIQE. These groups meet periodically. We are also planning on adding parent meeting nights for Q and A with administration and counselors, so that parents can have access to the leadership team. As a metric to determine effectiveness of parent engagement we will utilize the healthy kids survey that is sent to parents every year. We also gave parents a beginning of the year parent needs assessment through ELAC and will do an end of the year post assessment.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
We send Parent Square phone messages, emails, texts, flyers and post information on our school website in multiple languages.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

Every year we also have our Fremont Academy showcase night where we highlight all of our electives and special programs for the community. This year, we will continue with the program. We have offered a Family Movie Night, a Family Loteria Night, an educational awareness night describing the dangers of vaping, and we are planning grade level sponsored nights to host families for informational meetings. We also invite parents to our Academic Awards presentations as well as our Student of the Month awards presentations.

2.3 Accessibility

Fremont Academy, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

Flyers and all parent communication are distributed in English and Spanish through multiple modes, such as, distribution on school website, parent phone calls, emails and text messages.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Fremont Academy meets all the Williams Act requirements to ensure all students have district adopted curriculum and a one-to-one iPad to ensure access to core curriculum with rigor. Teachers receive training in newly adopted curriculum and professional development in best practices. Parents are provided with a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet. This information will include, School Parent Involvement Policy, Parent/Student Handbook, Volunteer Applications/Information, Assessment Information, and Curriculum Descriptions for English Language Arts and Math and other content areas. The school's web site provides information about the staff,

classroom activities and parent resources, including the school calendar. In addition, a brochure is distributed for each grade level describing which standards will be taught for the year.

If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible will be discussed. Parents/community members will be given timely responses to any concerns and suggestions.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

At Fremont Academy we have two parent conferences; one in the fall and another in the Spring.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

Student progress reports are sent three times a year and trimester grades are also sent three times a year. State test results are mailed home and also placed in students' cum folders.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

Parents may participate in their child's class after they are fingerprinted and cleared through the district office.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Our bilingual staff calls and holds meetings with parents in their primary language when applicable. Monolingual teachers are provided with the support of a bilingual staff member to translate, when applicable.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Harrington School
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Title I School-Level Parent and Family Engagement Policy Harrington School 2023-2024

2.0 With approval from the local governing board, Harrington School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. At Harrington we provide parents with a warm welcoming for the parents to engage in their students' academic and social emotional wellbeing. At the start of the year Harrington hold ELAC and SSC committees to ensure that parents are able to be part of the decision making. In our ELAC there is a needs assessment that ELAC creates. This is sent home and from the responds we work as a school in planning workshop and parent nights for the parents and their needs. The school has distributed the policy to parents and family members of children served under Title I, Part A. through our school website, Blackboard Connect messages and text messages. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Harrington School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])
 - Once a year Harrington School will hold a Back-to-School Night. The parents will be invited to attend this night. The principal will present information about parents' participation in the Title I program, explain the requirements of Title I, and parents' rights to be involved.
 - The school will also send blackboard connect messages to distribute ELAC, SSC, and PTA information.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, childcare, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
- Harrington School will offer meetings that are flexible for parents. Data from the Parent Need Assessment will be review to make meetings for parents flexible based on their availability. These meetings will be based on a Parent Need Assessment.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- At Harrington, ELAC and SSC will review the policy and provide feedback every year about the effectiveness of the implemented family engagement activities, and adjustments will be made accordingly.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - The information will be distributed at our back-to-school night.
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - Teachers provide this information during Back-to-School Night at the beginning of the year.
 - Student trimester grades are also sent three times a year.
 - State test results are mailed home and placed in students cum folders.
 - Parent/teacher conferences for all students after the first trimester, and as needed after the second trimester. (Translation available as needed)
 3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
 - Parents participate in IEP, SST, 504, parent conferences, ELAC and SSC meetings where they are direct partners in the decision making concerning their child.
 - Our counselor work with our criteria 2 students on academics and social emotional well -being to discuss strategies to increase success in both academic and social emotional .
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Parents can provide input at ELAC and SSC meetings. Both committees will respond to their questions.
- Through informal requests for parent meeting, Back to School Night, and parent training opportunities

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
 - Explained and discuss student achievement expectations and results at ELAC and SSC meeting.
 - Review state standards for the grade level at parent/teacher conferences.
 - Hold parent/ teachers' conferences for all students in the fall and as necessary or requested by parents throughout the school year.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
 - At Harrington we hold parent nights by the teachers, ORC, school counselor, and principal. The topics focus on the social emotional and academic needs of students. Teachers provide parents with parent nights on how to help your child with homework. How to log on to CANVAS and navigate CANVAS are only some examples.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
 - At Harrington professional development is provided through SIP days and curriculum training throughout the year. For example, sharing with teacher's research-based engagement activities that have a direct impact on student outcomes.

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- At Harrington we have the Harrington CDR- Mary Crawford Preschool, CDI- Harrington Preschool, CAPLSO Preschool, First 5, and MICOP/ Mixteco Program we work directly with. We also work with ELAC and SSC throughout the year.
 - Parent training, including parent workshops, school site council, ELAC, and technology trainings are offered throughout the school year. We have parent's night, where the preschool parents are invited to visit the school before their children enter kindergarten.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- Harrington School sends Parents Square phone messages, emails, texts, flyers and we also post information on our school website. All communication is in English and Spanish.
 - Translations is offered in all the meeting SSC, ELAC, and PTA.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Harrington provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participated in parents' workshops and trainings. At these meeting parents are asked for suggestions about future meetings.

2.3 Accessibility

Harrington, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- Parent communication is all distributed in Spanish and English. This communication includes phone calls, emails, text messages and information posted on our school web page. All information given to our parents is translated. We also translate for our SSC and ELAC. Mixteco translation is arranged through the Oxnard School District.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - At Harrington School we provide high quality instruction in a supportive and meaningful environment. Students served under Title 1 meet the statewide academic grade level content standards.
 - The school informs parents about intervention, and enrichment opportunities.
 - The staff works directly with the parents to support the students' learning. Staff will hold training for the parents on how to support their students at home.
 - We continue the communication throughout the year through progress reports and parents' conferences. We create a positive school climate through the implementation of CHAMPS and PBIS programs to create a safe and nurturing school and classroom environment that is conducive to learning.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - At Harrington we hold all parent conferences in the fall and in the spring as well as when a parent request-one.

- The Compact is reviewed with parent on our Back to School Night in September.
2. Frequent reports to parents on their children’s progress. (20 U.S.C. § 6318[d][2][B])
 - Grade notifications go out three times a year at Harrington in November, March, and June.
 - Parents have access to view grades via CANVAS.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child’s class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Harrington will welcome parents to observe or volunteer in the classroom with previous notification to the school.
 - We also communicate with parents in a variety of ways which include email, phone communication, and parent/teacher conferences.
 - Parent are informed on the district’s volunteer policy on Back to School Night, PTA, ELAC and SSC meetings.
 - At the end of the year parents will be recognized with a certificate.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Harrington School communicates with parents on a regular basis through emails, voices messages, district webpage, and text messages. Parents are given the opportunity to provide input through PTA, SSC, and ELAC meetings.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school’s programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

Title I School-Level Parent and Family Engagement Policy

Kamala School

November 20, 2023

2.0 With approval from the local governing board, Kamala School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. [The plan is reviewed by parent committees, including school site council \(SSC\) and the English Learner Advisory Committee \(ELAC\).](#) The school has distributed the policy to parents and family members of children served under Title I, Part A. [At the start of the year, students receive the policy as part of a back to school packet.](#) (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Kamala School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

[The meeting takes place as part of our annual Back to School Night, and over 500 parents attend. Parents are informed of their school's participation in the Title I program, the requirements of Title I are explained, as are the rights of parents to be involved. Elections for committees are held, as necessary.](#)

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]) [Our ELAC and Café Con Nosotros meetings take place in the morning, while SSC and PTA take place in the afternoon. Childcare is available if needed. Title I funds are utilized to provide parent education opportunities and parent workshops for parents and provide translation to encourage parents to participate.](#)
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

The School Site Council and ELAC meet at least six times during the year. The parent engagement plan is reviewed annually during one ELAC and one SSC meeting. Title funds and activities are reviewed at School Site Council and ELAC meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities. Regular/ongoing messages through ParentSquare are shared with parents regarding opportunities for students to participate in activities to support student achievement.

- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A]) A meeting about Title I is held during Back to School Night. Timely information is shared through parent emails, Back to School Night, ELAC, SSC, and PTA (in English/Spanish for all activities).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
At Back to School night, “Cafe con nosotros,” and at SSC and ELAC meetings, student achievement data is presented with an opportunity for questions from parents. Information about district-adopted curriculum is also shared. Student state testing results (ELPAC and CAASPP) are made available through the School Accountability Report Card which is available online. Hard copies are available on request.
 3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
Each ELAC meeting and “Cafe con nosotros” includes time for parents to make suggestions and share concerns. If parents email or call the school requesting to speak with an administrator, their call is returned within one school day. SSC and ELAC members also have opportunities to participate in decision making which affects students.
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5]) Kamala administration will submit as soon as practicably possible all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through parent conferences, back to school night, general parent information meetings, parent workshops and regular meetings such as, ELAC and Cafe Con Nosotros. Additionally, our counselors and ORC work directly with parents as needed.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
Parent trainings are offered throughout the school year, which include workshops with Mindset Academy (Coach AI), parent workshops through Disciplina Positiva, parent workshop series with a Ventura County Social Worker. In addition, parents have opportunities to attend the following to improve their child's achievement; SSC, ELAC, Café con nosotros, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
These topics are communicated with staff during staff meetings and other professional development opportunities.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
Kamala hosts a Healthy Start Counselor on campus to provide additional services on campus. The counselors regularly connect parents with federal, state, or local services based on need.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5]) All

materials are provided in English and Spanish. The school utilizes Mixteco translators employed by the district, as needed. Translation is offered for all committee meetings and workshops.

- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14]) Parents with additional needs are encouraged to contact to the school office and/or contact parents through ParentSquare.

2.3 Accessibility

Kamala School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

All meetings are held in both English and Spanish. Any parent needing accommodations during a meeting, including accommodations needed due to a disability, should contact the front office for assistance. All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Kamala School provides parents with information about intervention and enrichment opportunities. Staff works directly with parents to support students and offers parent trainings on how to support students. Ongoing regular communication with parents regarding their child's progress include progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas. A positive school climate through the implementation of CHAMPS and other

programs creates a safe and nurturing school and classroom environment that is conducive to learning.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
Conferences are held in November and February for all students.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
Teachers update parents on progress regularly. Report cards are provided at the end of each trimester (November, March and June). Middle school grades are posted each trimester, and parents receive advanced notice if their child is earning a D or F.
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
Parents are encouraged to complete a district volunteer form, so they can assist in the classroom, chaperone field trips, or provide other volunteer services.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
All written communications are provided in English and Spanish. Recorded messages from the school are in English and Spanish. All members of the office staff are bilingual in English and Spanish. The school utilizes Mixteco translators employed by the district as needed.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

Title I School-Level Parent and Family Engagement Policy Lemonwood TK-8 School

November 12, 2023

2.0 With approval from the local governing board, Lemonwood School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC) The school has distributed the policy to parents and family members of children served under Title I, Part A. through parent email, student email, our website, and directly to our student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Lemonwood School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. §6318[c][2])
 - Parent meetings are held regularly throughout the school year, including SSC and ELAC.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year.

- Virtual meeting and informational videos are sent out to parents via text and posted on ParentSquare.

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

- Lemonwood School holds an annual Title 1 meeting.
- Title funds and activities are reviewed at school site council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
- Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
- Parent trainings are regularly offered and Title funds will be utilized to provide training, refreshments, etc.

d) The school provides parents of participating children with the following: 1.

Timely information about the Title I program. (20 U.S.C. §6318[c][4][A])

- Lemonwood School holds an annual Title 1 meeting.
 - Timely information through parent emails, Back to School Night, weekly video bulletins, ELAC, SSC, and PTA (English/Spanish for all activities).
 - Parent/teacher conferences for all students after the first trimester, and as needed after the second trimester (translation available as needed).

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

- Parent meetings including ELAC, SSC, and other meetings regularly where student achievement is presented with an opportunity for questions from parents.
- Parent/Teacher conferences for all students in the fall, and as needed in the spring trimester. Parent/teacher conferences are also scheduled as necessary.
- Posting of California School Accountability Report Card annually, as required.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- If requested by parents, Lemonwood provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in

decisions relating to the education of their child, and respond to any such suggestions as soon as practicably possible

- Through informal requests for parent meetings, Back to School Night, and other parent training opportunities

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. §6318[c][5])

- Lemonwood School will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District)

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishing the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. §6318[e][1]) • Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings. • Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
- State standards for the grade level will be reviewed at parent/teacher conferences.
 - Student achievement expectations and results will be discussed at ELAC and SSC meetings.
 - Student achievement and opportunities for students to improve will be discussed at Back to School Night.
 - Lemonwood School posts links to all the content area standards for all students (in both English and Spanish), on our website.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. §6318[e][2])
- Parent trainings and workshops are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out

to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

- Parent trainings and workshops are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.
- Professional development for teachers and support staff are offered throughout the school year.
- Parents are adequately represented on school/educational partner groups including SSC, ELAC and PTA.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

- Parent trainings and workshops are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.
- Lemonwood School coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. §6318[e][5])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc. • Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. §6318[e][14])

- Lemonwood School immediately provides translation for parents in person, online, or on the telephone.
- Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.

2.3 Accessibility

Lemonwood TK-8 School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family

members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc. • Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.
- Lemonwood School posts on our website links to content standards for all students and all content areas (in both English and Spanish).

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

- Lemonwood School provides parents with information about intervention and enrichment opportunities. Staff works directly with parents to support students and offers parent trainings on how to support students. Ongoing regular communication with parents regarding their child's progress include progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas. A positive school climate through the implementation of CHAMPS and other programs creates a safe and nurturing school and classroom environment that is conducive to learning.
- Lemonwood School posts links to content standards for all students and all content areas (in both English and Spanish), on our website.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

- Parent/Teacher conferences for all students are held in the fall and as necessary or requested by parents throughout the school year.

2. Frequent reports to parents on their children’s progress. (20 U.S.C. § 6318[d][2][B])

- Lemonwood School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
- Lemonwood School sends progress reports to students at the midpoint of each trimester notifying parents if their student is not making adequate progress academically.

3. Reasonable access to staff, opportunities to volunteer and participate in their child’s class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

- Lemonwood School regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences.
- Lemonwood School parents are welcome to observe in classrooms with previous notification to the school.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

- Lemonwood School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, email communication, voice messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school’s programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Title I School-Level Parent and Family Engagement Policy

Dr. Manuel M. Lopez Academy of Arts and Sciences

November 17, 2023

2.0 With approval from the local governing board, *Dr. Manuel M. Lopez Academy of Arts and Sciences* has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. This school year, all parents are invited to attend School Site Council (SSC), Parent Teacher Association (PTA), and English Language Advisory Committee (ELAC) meetings to share any public comments and monitor decisions that are made through these parent advisory committees. The school has distributed the policy to parents and family members of children served under Title I, Part A. This policy was shared with all families in our beginning of the school-year packet that is sent home. In addition, this information is available to our families in our school office and on our school website. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at *Dr. Manuel M. Lopez Academy of Arts and Sciences*, the following practices have been established:

- a) The school convenes an annual meeting at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]) For the 2023-2024 Academic School Year, all parents were invited to our Back to School Night on September 7th, 2023, and the Principal took this opportunity to hold the annual Title 1 meeting from 4:30-5:00 PM in the quad of the school. Parents learned why Title 1 funds are allocated for our school and learned some ways that these funds are used to support our students.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]) During the 2023-2024 Academic School Year, campus supervisors and paraeducators are invited to work extra hours for families to attend our Back to School Night, Student-



led conferences, Dia de los Muertos, 5 de Mayo, and parent-professional development events while ensuring that children are supervised. Our school's Where Everyone Belongs (WEB) program prepares a series of fun and engaging activities for children to participate while their parents attend several important school-wide events.

- c) The school involves parents in an organized, ongoing, and timely way in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]) Throughout the 2023-2024 academic school year, the principal will present ELAC and SCC committees with the School Plan for Student Achievement (SPSA). The Principal invites these members and committees to provide feedback on the goals, initiatives, and funds allocated for each goal. The SPSA is presented, monitored, and adapted every year to meet all our students' academic and linguistic needs.
- d) The school provides parents of participating children with the following:
 1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A]) This Academic School Year, Our Title 1 meeting was held on September 7th, 2023, to provide all families with an overview of our Title 1 school and inform our parents about our initiatives to ensure that Title 1 funds are used to achieve our goals in our SPSA. This information was also shared in our Back to School webinar held on August 15, 2023, on Zoom to provide all families with an overview of our school year and how we plan to use Title 1 funds to support our students this school year. Finally, parents received this information on our first day of school packets sent home with every student on the first day of school. These forms are read by parents and returned to the school by the second week of school.
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B]) Lopez Academy takes part of the annual Williams Act inspection that is conducted in September and October to ensure that every student has access to a district-adopted curriculum. Every year, we pass and remain in compliance with all textbooks and curriculum as required by the State of California. Our district's Director of Assessment and Student Achievement coordinated an Assessment Plan (with input from our local teachers' union) to set dates for common assessments that all grade-level teachers must administer throughout the 2023-2024 Academic School Year. These assessments include STAR, IABs, and writing assessments to monitor



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students' academic and linguistic progress in reading, writing, and mathematics. Assessment results inform our teachers' instruction and prepare our students for end-of-year State assessments. Overall, students' performance is measured in four levels that highlight if a student is above grade level (Level 4), at grade level (Level 3), near grade level (Level 2), or below grade level (Level 1).

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C]) Our goal is to hold PTA, SSC, and ELAC meetings once every 6-8 weeks by inviting parents to attend these meetings in person or through zoom meetings on Wednesdays from 3:30-6:30 PM. Parents learn about these meetings through advertisements on Parent Square, our school's website, information in our marquee, and through flyers sent home and displayed throughout our school. This information is always presented a week in advanced before any meeting is scheduled. During these meetings, a tentative date for the next meeting is scheduled and parents feedback is considered when determining the tentative date. If parents share the need for a meeting before the 6-8 week period, the Principal honors their requests to schedule the meeting earlier.

- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5]) Before submitting our annual SPSA, our school's Learning Support Partner reviews our SPSA that was approved by SSC and reviewed our ELAC committee. Any concerns that were presented by parents are shared with our Learning Support Partner to consider when providing feedback our making any modifications to the SPSA. Overall, all parent concerns are addressed when developing the SPSA every year, and all parents express satisfaction. Every parent has an opportunity to share their input as we develop this important plan every year.

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])



- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
On August 15, 2023, all parents were invited to a Back to School webinar where the admin and counseling team reviewed the importance of monitoring students' grades through Q and Canvas platforms. Parents learned ways to access this information and how to reach out to their child's teachers or counselors for any questions regarding their child's academic progress. On September 7, 2023, all parents were invited to our school to visit each of their child's classrooms and learn about each teacher's grading policy, assessments, and curriculum used for their class. Parents had the opportunity to ask questions and learn several ways to connect with each teacher.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
During Back to School Night on September 7, 2023, eight school and community resources were invited to attend to provide parents with several flyers with professional development opportunities, workshop information, and parent classes that are offered through our school district and community. Parents learned about ways to support their children at home and ensure their children came to school regularly every day.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
Throughout the school year, our district provides teachers with several workshops through our contracted SIP days. Several of these workshops pertain to family and community engagement and cultural proficiency. In addition, Lopez Academy uses several staff meetings to discuss parent engagement strategies through presentations and professional developments led by the school's administrative and counseling team. Data and research is presented and reviewed with the teaching staff to learn about our student groups and determine ways to support our parents and students in our community.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such



as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4]) Community and school personnel (primarily administrators, counselors, and ORC) invite parents to several workshops throughout the school year to discuss topics that are important to our parents. Most workshops pertain to attendance, vaping, mother-daughter classes, literacy, and expanded learning opportunities for their children to engage in educational activities before and after school.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5]) All communication is presented to all our families in English and Spanish a week before any meetings are scheduled, along with all other school information. This information is sent to parents through Parent Square, displayed on our school's website, marquee, and flyers displayed at school, and sent home with our students.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14]) Our school secretaries, counselors, para professionals, campus supervisors, and other educators are available to accommodate any parents and students who request additional linguistic or instructional support. Our school is well-staffed and ready to support all families during our school-wide events and activities. Parents can request these accommodations in advance to any of our office personnel or teachers.

2.3 Accessibility

Dr. Manuel M. Lopez Academy of Arts and Sciences, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

All information regarding upcoming parent and family participation opportunities are communicated a week before through several different digital and physical platforms in English and Spanish. During these events, translation is provided and all communication is presented in multiple languages for all families to access.



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2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

The School-Parent Compact is presented and approved by our School Site Council every year. We believe this information is critical for ELAC and SSC to review before it is communicated to our community every year. The School-Parent Compact is displayed in our school's website, sent to all families at the beginning of the school year, and displayed in every school building (and classrooms) throughout the school year. Our goal is for all families to know the importance of their child's academic achievement by understanding the curriculum, assessments, and ways to be involved in their child's education by volunteering and attending ELC, PTA, and SSC meetings.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

All families and students are invited to attend our annual Student-led conferences in mid-November 2023 as an opportunity for parents to discuss their child's academic, attendance, behavioral, and social-emotional development with their child's teachers. Teachers review the child's Trimester 1 Report Card and present work samples of what the child is doing in class. In



February, families are invited to attend teacher conferences once again if their child is earning a D or an F in one or more classes. This serves as an opportunity to explore ways to increase academic achievement and support the child at home and at school.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

Every six weeks, all families receive their child's Progress Reports to inform them of their child's grades and progress. Parents are presented with information to monitor their child's work completion and support them at home. Parents are expected to sign and return these forms to ensure they read and discuss it with their child.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

Parents are informed of their right to request to visit their child's class if requested. A school administrator will coordinate with the parent and the child's teacher(s) to schedule a date and time when to visit. In addition, parents are invited to attend school field trips and school-wide events. Finally, parents learn, in English and Spanish, of the multiple parent committees at Lopez Academy for them to attend and provide feedback to these committees through public comments.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Every teacher provided parents with their class syllabus, highlighting their email addresses and ways to communicate with each of them. In addition, our school website offers a staff directory for parents to email their teachers with questions about their child's education. Parent meetings and conferences can be scheduled upon parent request to any staff member at school and will, to every extent possible, accommodate the meeting to the parent's availability and language. In addition, all school communication is sent to all families in English and Spanish through Parent Square, our school's website or marquee, and flyers that are displayed and sent home with our students regularly. This information is usually sent a week in advance before any event is scheduled.

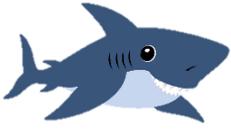


DR MANUEL LOPEZ ACADEMY

f ARTS & SCIENCES

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Title I School-Level Parent and Family Engagement Policy Marina West Elementary School



November 30, 2022

2.0 With approval from the local governing board, Marina West Elementary School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through parent email, student email, our website, and directly to our student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Marina West Elementary School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, such as Back to School Night to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

At Marina West, our Back to School Night functions as our annual Title I meeting. We:

- Inform parents of their school's participation in the Title I program
 - Explain the requirements of Title I
 - Explain the right of parents to be involved
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, in person and on Zoom and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year (Examples: SSC, ELAC, Coffee with Principal, Coffee with ORC and Counselor).
 - Parent meetings are held at different days/times to accommodate parent availability. We have some meetings in the mornings, some after school and some in the evening, in person and on Zoom
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate
 - A variety of different parent education activities are offered throughout the school year (Examples: Family literacy and STEAM nights, Canvas trainings, Coffee with the Team, report cards, community and school resources.)
 - Virtual meeting and informational videos are sent out to parents via text and posted on the Marina West website (Examples: Welcome messages, safety videos, principal's message, ELAC and DELAC information.)
 - Childcare is offered for parents who require it in order to attend meetings
 - Home visits are conducted to provide an additional opportunity for the school to speak with parents/family to better support students with needs

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- Marina West Elementary School holds an annual Title 1 meeting during Back to School Night.
 - Title funds and activities are reviewed at School Site Council meetings, with input from ELAC, throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages are shared with parents regarding opportunities for students in which to participate, in order to support student achievement
 - Parent trainings are regularly offered and supported by Title funds (training costs, materials and supplies, etc).
 - The Parent and Family Engagement Policy is reviewed with ELAC and participants provide input. SSC also provides input, takes ELAC input into consideration and approves the Policy.
- d) The Parent and Family Engagement Policy is reviewed by ELAC and SSC annually to collect feedback on the effectiveness of the included activities:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

At Marina West:

- The annual Title 1 meeting is done through Back to School Night.
- Timely information is provided through parent emails, on the school website, Back to School Night, weekly video bulletins, Parent Square, English Learner Advisory Committee (ELAC), School Site Council (SSC), and Parent Teacher Association (PTA). Information is provided in English/Spanish for all activities.
- Parent/teacher conferences for all students are conducted in the first trimester, and as needed in the second and third trimesters, with translation available as needed.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

At Marina West:

- Student achievement information is presented at ELAC, SSC, Back to School Night and other meetings with an opportunity for parents to ask questions.
- Parent/Teacher conferences for all students are held in the fall, and as needed in the spring trimester. Parent/teacher conferences are also scheduled as necessary.
- Trimesterly grade reports are distributed at the conclusion of each trimester.
- State test results (ELPAC and CAASPP) hard copies are printed by request.
- Posting of the California School Accountability Report Card is completed annually as required. It is posted and hard copies are made available upon request.
- Information about district adopted curriculum is shared at Back to School night, parent/teacher conferences and at other parent meetings.
- Student state testing results (ELPAC and CAASPP) are made available and hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

At Marina West:

- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
- Parents have opportunities to formulate suggestions in decisions relating to the education of children through regular meetings, such as: SSC, ELAC, Coffee with Principal, and Coffee with ORC and Counselor.
- Other meetings available to parents are: Individualized Education Program (IEP) meetings, Student Success Team (SST), and Section 504 meetings.
- Informal requests for parent meetings, Back to School Night, and other parent training opportunities are available.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Marina West School will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District)
- Areas that need improvement will be addressed through the site SPSA Input will be gathered from stakeholder groups

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging state academic standards, state and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

At Marina West:

- Parents will be assisted in understanding the academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
- Parent meetings such as IEP, Section 504, CST and SST meetings will be held.
- Parent/teacher conferences for all students will be held in the fall, and as necessary, or as requested by parents throughout the school year.
- State standards for the grade level will be reviewed at parent/teacher conferences.
- Student achievement expectations and results will be explained at ELAC and SSC meetings
- Student achievement and opportunities for students will be discussed at Back to School Night
- Links to content standards for all students and all content areas (in both English and Spanish) are posted on the website.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- Parent trainings and workshops are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist (Examples: STEAM nights, parent family nights, Canvas app training, Reading tips, reclassification, cyber safety)
- c) The school educates teachers, specialized instructional support personnel, principals and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- To strengthen the relationship between parents and the school, the school will offer parent trainings, workshops, and other ways to encourage parent participation throughout the school year as coordinated by the school administration, counselors, and outreach specialist (Examples: Parent committees, parent trainings and educational meetings, Canvas class page, frequent contact with parents to share progress)
 - Professional development for teachers and support staff are offered throughout the school year (Examples: Effective ways to communicate with parents, ways parents can support students at home)
 - Parents are adequately represented on school/stakeholder groups including SSC, PTA, and ELAC.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- There are many opportunities for parents to be involved at Marina West. Examples of events sponsored at Marina West:
Books and Blankets, Spring Fling Student Art Show, Book Fair, Author's Faire, Cookies with Santa, Movie Nights and multi-grade level Family Nights throughout the year.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- School communications include: website, school twitter account, Parent Square messages in English and Spanish
 - Translation is offered for all committee meetings including SSC, ELAC, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the Oxnard School District Mixteco translators.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Marina West provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions for topics of interest to guide future agenda items (Examples: cyber safety, school safety)

2.3 Accessibility

Marina West Elementary School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, phone, and pictures, are sent home in both English and Spanish (website, school twitter account, Parent Square messages in English and Spanish)
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the Oxnard School District Mixteco translators.
- Marina West Elementary School posts, on the school website, links to content standards for all students and all content areas (in both English and Spanish)

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part, a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

At Marina West:

- Our focus is to provide high-quality curriculum and instruction. We engage in standards-based instruction and use school board adopted curriculum. We monitor student outcomes through regular data collection and have ongoing, grade level collaboration on a weekly basis.
 - We encourage parents to become partners in their child's learning by providing a place and time for homework, attending meetings such as Back-to-School Night and Parent-Teacher conferences, frequent home-school communication, and promoting literacy at home and talking with their child every day about his/her activities.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/teacher conferences for all students will be held in the fall and as necessary or requested by parents throughout the school year to discuss student achievement and agreements of the compact.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Marina West Elementary School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Marina West regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences.
 - Marina West parents are welcome to observe in classrooms with previous notification to the school.
4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Marina West Elementary School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year, in a language they can understand. This communication includes video bulletins, email communication, voice messages, school and district website, through student applications on iPads, and through school sponsored social media platforms. Families have an opportunity to provide input and feedback at meetings, parent conferences, classroom communication folders sent home for parent review and comment, phone calls, email and Canvas.



Thurgood Marshall K-8 School
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Title I School-Level Parent and Family Engagement Policy
Thurgood Marshall School
December 2023

2.0 With approval from the local governing board, Thurgood Marshall School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through paper copy sent in the beginning of the school year packet sent to families, our website, and through paper copy upon request. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Marshall School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

During the Title I meeting, which occurs at Back to School Night:

- Parents are informed of their school's participation in the Title I program.
 - The requirements of Title I are explained.
 - The right of parents to be involved is explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
- Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, School Site Council (SSC), English Learner Advisory Committee (ELAC), PTA, etc.
 - Parent meetings are held at different days/times to accommodate parent availability.
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate.
 - A variety of different parent education programs are offered throughout the school year such as Latino Literacy Project, Loving Solutions, and Parent Project.

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

- Marshall holds regular Title 1 meetings during the school year, such as Back to School Night and Coffee with the Principal meetings.
- Title funds and activities are reviewed at School Site Council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
- Regular/ongoing messages are shared with parents through Parent Square regarding opportunities for students to participate in activities to support student achievement.
- Parent training, parent education, SSC, ELAC, etc. are regularly offered and Title funds will be utilized to provide training, refreshments, etc. (for in-person meeting/trainings).
- The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

- Marshall holds regular Title 1 meetings.
- Timely information is shared through Parent Square, parent emails, Back to School Night, ELAC, SSC, and PTA (in English/Spanish for all activities).
- Parent/teacher conferences for all students are offered after the first trimester, and as needed after the second trimester during the spring (translation available as needed).

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

- Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement is presented with an opportunity for questions from parents.
- Parent/Teacher conferences for all students are offered in the fall, and as needed in the spring trimester. Parent/Teacher conferences are also scheduled as necessary throughout the year.
- Posting of the California School Accountability Report Card is completed annually, as required.
- Marshall School posts, on our website, links to content standards for all students and all content areas (in both English and Spanish).
- Information about district-adopted curriculum is shared during Back to School Night and Parent/Teacher conferences.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- At Marshall, parents are offered the opportunity to provide input for the School Plan for Student Achievement during regularly scheduled parent committees such as ELAC, SSC, and PTA.

- If requested by parents, Marshall provides opportunities during regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their children, and will respond to any such suggestions as soon as practicably possible.
- Informal requests for parent meetings, Back to School Night, Coffee with the Principal, and parent training opportunities offer forums for parents to provide suggestions and to be involved in decision making. These include 8th grade Parent Information Night workshops, as well as A-G Requirements presentations.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Marshall will submit as soon as practicably possible all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
- Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
 - State standards for the grade level will be reviewed at parent/teacher conferences.
 - Student achievement expectations and results will be discussed at ELAC and SSC meetings.
 - Student achievement and opportunities for students to improve will be discussed at Back to School Night.
 - Marshall School posts links to all the content area standards for all students (in both English and Spanish), on our website.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
 - Professional development for teachers and support staff are offered throughout the school year.
 - Parents are adequately represented on school/educational partner groups at the site and district level including SSC, ELAC, DELAC, PTA and the Parent Advisory Committee.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings are offered throughout the school year, which include SSC, ELAC, technology trainings, and parent workshops on topics as coordinated by the school administration, school counselor, and the outreach specialist.
 - Marshall coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
 - Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators, as needed.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Marshall immediately provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.
 - Parents are encouraged to participate and provide suggestions for trainings/topics of interest through the annual Needs Assessment Survey.

2.3 Accessibility

Thurgood Marshall School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators.

- Marshall School posts links to content standards for all students and all content areas (in both English and Spanish), on our website.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - Marshall School provides parents with information about intervention and enrichment opportunities. Staff works directly with parents to support students and offers parent trainings on how to support students. Ongoing regular communication with parents regarding their child's progress include progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas. A positive school climate through the implementation of CHAMPS and other programs creates a safe and nurturing school and classroom environment that is conducive to learning.
 - Marshall School posts links to content standards for all students and all content areas (in both English and Spanish), on our website.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
 1. Parent/Teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students are held in the fall and as necessary or requested by parents throughout the school year.

 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Marshall School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 - Marshall School sends progress reports to students at the midpoint of each trimester notifying parents if their student is not making adequate progress academically.

 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Marshall School regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including Parents Square, LMS Canvas, email, phone communication, Parent/Teacher conferences, and other school approved platforms (such as ClassDojo and Remind apps).
 - Marshall School parents are welcome to observe in classrooms with previous notification to the school.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Marshall School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes Parent Square messages and posts, video bulletins, email communication, audio phone messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.



OXNARD SCHOOL DISTRICT

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Christa McAuliffe K-5 School

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Title I School-Level Parent and Family Engagement Policy

Christa McAuliffe School

School Year 2023-24

2.0 With approval from the local governing board, McAuliffe Elementary has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. through our website, communication via parent newsletter, and directly to our parents and student iPads via application. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at McAuliffe Elementary, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])
The annual Title 1 meeting takes place at Back to School night where all parents are invited to attend and encouraged to attend. The meeting informs parents and family members of McAuliffe's participation in the Title 1 program and the requirements are explained.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
McAuliffe offers all meetings to meet the needs of the participants. Meetings are held in the morning, after school and in the evening. Parents are also invited to attend in-person, but may choose to attend via Zoom.
Meetings offer child-care if needed. Typically, paraeducators and/or campus supervisors supervise child care during meetings.

Home visits are conducted as needed to meet family needs and provide resources.

There are a variety of meetings that are offered to parents that range from: School Site Council (SSC), English Learner Advisory Committee (ELAC), Coffee with the Principal, PTA, STEAM night, Parent-Teacher conferences, Parent info nights, Math Night, Literacy night, and many more. The intent of the variety of meetings are to provide a range of services and to meet parent needs. Here, at McAuliffe School, we value the partnership between the school and community.

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

McAuliffe holds an annual Title 1 meeting via Back to School Night to inform the community of Title 1.

Title 1 funds are reviewed at School Site Council Meetings throughout the school year. SSC meetings are held 6 times a year. In addition, ELAC reviews and is provided an opportunity for input on Title 1 and Title 3 funding decisions.

Title 1 funds, as well as the McAuliffe budget are reviewed by the Leadership team at the school.

The Parent and Family Engagement Policy is reviewed at ELAC and participants provide input. In addition, the Parent and Family Engagement policy is reviewed by SSC. SSC provides input, takes ELAC suggestions into consideration, and gives final approval.

At the school site, The Parent and Family Engagement Policy is reviewed by the Leadership team and by the ORC and Counselor.

- d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

McAuliffe holds an annual Title 1 meeting via Back to School Night at the beginning of the school year to inform the community of Title 1.

Communication about the Title 1 program and Back to School Night is timely through weekly announcements from the Principal sent via ParentSquare, Teacher communication platforms (i.e., ParentSquare, Class Dojo, Remind, Canvas), and ORC/counselor newsletters and social media.

In addition, a video is recorded of the presentation with Title 1 information. The video is posted on the school website.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

School-wide:

- Advisory Meetings, such as ELAC and SSC, where curriculum is explained and academic assessment data are reviewed.

- Posting of California School Accountability Report Card annually, as required.
- Chat with the Principal Meetings where curriculum is reviewed, as well as academic assessment data.
- Monthly ORC/Counselor newsletter with reference to SEL and Panorama data.
- Math Night and Literacy Night where curriculum is reviewed.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

Classroom:

- Parent/Teacher conferences for all students in the fall, and as needed in the Spring Trimester. Parent/Teacher conferences are also scheduled as necessary.
- Report cards sent home three times a year – at the end of each trimester.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA. Other meeting opportunities for parents to formulate suggestions in decisions relating to the education of their children:

- Chat with the Principal
- School Site Council
- ELAC
- PTA
- IEPs, SST, 504
- Per parent request

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

McAuliffe will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District). In addition, parents have the opportunity to submit a Uniform Complaint Procedure form via the Oxnard School District website.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school

and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

At parent/teacher conferences, teachers explain topics such as the CA academic standards, the local (STAR) assessment, and the student's progress.

Report cards encompass how individual students are performing based on CA state standards.

School-wide achievement data through State and Local assessments are presented at; Back to School Night, ELAC, SSC, and Coffee with the Principal.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

Chat with the Principal provides parents with materials and trainings to help parents work with their children to improve student achievement. Topics addressed include; attendance, reading at home, HW strategies, and much more.

The ORC continually provides parents with materials and resources to help and support parents. The ORC presents information at meetings, attends events, sets up an area to provide information, posts all updated info on the website, conduct SART Attendance Meetings, and contacts individual families to meet family needs.

During Math Night and Literacy night, parents are provided materials and resources to help improve the achievement of their child(ren).

IEPs, SSTs, and 504s, provide an action plan for the student to progress and also serves as a platform to discuss ways to improve the child's achievement.

During SSC and ELAC meetings, topics and trainings are discussed to help support parents based on need.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

The staff at McAuliffe continues to reiterate the theme with families that the partnership between the school and families is vital to student success. Programs have been implemented to build ties between parents and the school:

- Back to School Night
- Math Night/Literacy Night/STEAM Night
- Book Fair

- Kinder Reading on the Lawn
- Student Awards Assemblies (e.g., Trimester Awards, Reclassification, and Accelerated Reader Assemblies)
- Site and District Parent/Family Workshops
- Halloween Parade
- Coffee with the Cops
- PTA Skate Nights
- Read Across America Week
- Black History Celebration
- 5th Grade Promotion

In addition, parents are invited to volunteer in the classroom and supervise field trips.

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

Parent involvement activities and programs to support parents in fully participating in the education of their children include:

- Resources supported by ORC/School Counselor.
 - o The ORC/School Counselor presents at meetings such as ELAC, SSC, and Chat with the Principal. The ORC/School Counselor presents on topics such as reading at home, homework strategies, attendance, and time management.
 - o Frequent communication and resources for student groups such as English Learners, McKinney-Vento, Foster, and low-socioeconomic.
 - o Resources and information available during school events such as STEAM night, Math Night, Literacy Night, Back to School Night.
 - Math Night and Literacy Night for families to learn about the curriculum and learn strategies to support learning at home.
 - ELAC and Coffee with the Principal frequently address topics to support parents in participating in their child's education.
 - Every week parents are notified through the Weekly Announcements of important events at school.
 - Kinder Reading on the Lawn is scheduled to encourage families to read with their children.
 - Celebrations such as Trimester Awards, AR assemblies, and Reclassification help communicate the value of the partnership between the families and the school.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

School communications, including print, video, and pictures, are sent home in both English and Spanish.

Translation is offered for all meetings.

Spanish translation is immediately available when necessary for a parent.

- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

(See all parental involvement activities listed under “d” of this section)

In addition, meetings will be held by parent request.

2.3 Accessibility

McAuliffe School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

School communications, including print, video, and pictures, are sent home in both English and Spanish

Translation is offered for all committee meetings including SSC, ELAC, etc.

Spanish translation is immediately available when necessary for a parent.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state’s high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school’s responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children’s learning; volunteering in their child’s classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

At McAuliffe school, we understand that a supportive and effective learning environment is a pillar of academic success. This type of learning environment is provided through three characteristics; safety, student culture and staff culture. First, our safety plan is outlined in the Comprehensive School Safety Plan. This plan explains our measures for disasters, our policy on student behavior and classroom management. Second, our goal with student culture is to create a sense of belonging and joy when students are on campus. Different ways we accomplish this is through awards assemblies, extracurricular activities, and Reading Buddies.

Teachers, support staff, and administrative staff attend various meetings and professional development to continue their learning and improve services for our students. Teachers collaborate weekly as a professional learning community.

High quality curriculum and instruction is delivered by certificated professional teachers who teach the California state standards with high expectations.

Parents are communicated all the ways in which they are responsible for supporting their children's learning. Communication takes place via:

- State assessment results sent via Q
- Local assessment results communicated by the teacher through parent-teacher conferences.
- Progress toward grade level California State standards demonstrated through report cards
- Parent-Teacher conferences and regular communication.

Parents are notified of the process to volunteer in the classroom. District protocols must be followed to volunteer.

Input and decisions by families related to the education of their children and positive use of extracurricular are welcome. Families have an opportunity to give input at SSC, ELAC, Chat with the Principal in more formal settings. Other input is encouraged through parent conferences, parent-request meetings and informal conversations.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

McAuliffe Teachers hold parent/teacher conferences for all students in the fall and as necessary or requested by parents throughout the school year.

The school compact is sent home in "Beginning of the Year" packets to all students. Students, families, and teachers are required to sign and return them to school.

The compact is reviewed annually and revised as needed by SSC and ELAC.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

McAuliffe sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June)

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

The community is informed of ways to volunteer and observe on campus. A protocol is followed and parents are encouraged to volunteer/observe.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Communication to families includes:

- Weekly announcements
- Regular meetings (ELAC, SSC, Chat with the Principal)
- Blackboard connect messages (phone, email, text)
- Social Media
- ParentSquare
- Teacher communication platforms: ParentSquare, Canvas, Dojo, Remind
- Parent conferences
- Meetings at parent request.

All meetings are held in a language that family members can understand.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



McKinna School

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Title I School-Level Parent and Family Engagement Policy McKinna Elementary School

August 2, 2023

2.0 With approval from the local governing board, McKinna Elementary has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. Through parent email, our website, and directly to our parents and student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at McKinna Elementary, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])
 - Inform parents of their school's participation in the title 1 program
 - Explain the requirements of Title 1
 - Explain the right of parents to be involved
 - Election of parents to advisory committees as needed
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, school site council, ELAC, etc.

- Parent meetings are held at different days/times to accommodate parent availability
 - Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate
 - A variety of different parent education programs are offered throughout the school year
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
- McKinna holds annual Title 1 meeting
 - Title funds and activities are reviewed at school site council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities
 - Regular/ongoing messages with parents regarding opportunities for students regarding activities to support student achievement
 - Parent training, parent education, school site council, ELAC, etc. are regularly offered and Title funds will be utilized to provide training, food, etc for parent trainings/meetings
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - School holds annual Title 1 meeting
 - Timely information through parent emails, phone calls, flyers, Back to School Night, video bulletins, ELAC Committee, SSC, and PTA (English/Spanish for all activities)
 - Parent/teacher conferences for all students after the first trimester, and as needed after the second trimester (translation available as needed)
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - Parent meetings including ELAC, SSC, and other meetings regularly where student achievement is presented with an opportunity for questions from parents
 - Parent/Teacher conferences for all students in the fall, and as needed in the spring trimester. Parent/teacher conferences are also scheduled as necessary
 - Posting of California School Report Card annually as required
 - McKinna parents receive a parent/student handbook (in both English and Spanish)
 - McKinna parents receive a curriculum descriptions for English Language Arts

- and Math (in both English and Spanish)
 - The McKinna website provides information about the staff, classroom activities and parent resources
3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
- If requested by parents, McKinna provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and respond to any such suggestions as soon as practicably possible
 - Through informal requests for parent meetings, Back to School Night, and other parent training opportunities
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

McKinna will immediately submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District)

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
- Assist parents in understanding the academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings
 - Hold parent/teacher conferences for all students in the fall and as necessary or requested by parents throughout the school year
 - Review state standards for the grade level at parent/teacher conferences
 - Explain and discuss student achievement expectations and results at ELAC and SSC meetings

- Discuss student achievement and opportunities for students at Back to School Night
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
- Parent trainings including parent workshops, school site council, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist
 - Family Fridays are held, where parents come read with their child and then stay for trainings on ways to support their child in reading, math, learn about resources and much more.
 - Various community agencies are invited to provide information to our families including presentations on healthy eating and more.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
- Parent trainings including parent workshops, school site council, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist
 - Professional development for teachers and support staff throughout the school year.
 - Parents are adequately represented on school/stakeholder groups including school site council, PTA, and ELAC.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings including parent workshops, school site council, ELAC, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist
 - McKinna coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish
 - Translation is offered for all committee meetings including SSC, ELAC, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- McKinna immediately provides translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.

2.3 Accessibility

McKinna to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their

children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

- The school's responsibility to provide high-quality curriculum and instruction in a meaningful, supportive, and effective learning environment in which students served under Title 1 meet the statewide academic grade level content standards. This responsibility includes parent information about intervention and enrichment opportunities, staff availability to work directly with parents to support students, parent trainings on how to support students, and ongoing regular communication with parents regarding their students progress including progress reports, parent conferences, implementation of parent monitoring tools within Canvas, and creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Hold parent/teacher conferences for all students in the fall and as necessary or requested by parents throughout the school year
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - McKinna sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June)
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - McKinna regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences
 - McKinna Parents are welcome to observe in classrooms with previous notification to the school
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

- McKinna regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, phone calls, email communication, voice messages, our district website, through our student applications on iPads, and through our school sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



Ramona Elementary School

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Title I School-Level Parent and Family Engagement Policy

Date: November 14, 2023

2.0 With approval from the local governing board, Ramona Elementary has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from the School Site Council(SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. Through parent email, our website, and directly to our parents and student iPads via application. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Ramona Elementary, the following practices have been established:

a) The school convenes an annual meeting at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

- Parents are informed of their school's participation in the title 1 program.
- The requirements of Title 1 are explained.
- The rights of parents to be involved is explained.
- Election of parents to advisory committees occurs, as needed.

b) The school offers a flexible number of meetings, such as meetings in the morning or evening. It may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])

- Parent meetings are held regularly throughout the school year, including parent workshops, parent training, tech training, SSC, ELAC, etc.
- Parent meetings are held at different days/times to accommodate parent availability .
- Title I funds are utilized to provide parent education opportunities for parents and translation is provided to encourage parents to participate.
- A variety of different parent education programs are offered throughout the school year.

c) The school involves parents in an organized, ongoing, and timely way in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])



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- Ramona School holds an annual Title 1 meeting .
- Title funds and activities are reviewed at SSC meetings throughout the school year, and adjustments are made based on available data/information regarding the effectiveness of activities.
- Regular/ongoing messages are shared with parents regarding opportunities for students to participate in activities to support student achievement.
- Parent training, parent education, SSC, ELAC, etc., are regularly offered, and LCFF funds will be utilized to provide training, refreshments, etc.
- The Parent Involvement Policy is developed and reviewed with input from ELAC and SCC and approved by SSC.

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

- Ramona maintains an online calendar accessible to parents, highlighting all upcoming events, meetings, and important deadlines. Provide the option to sync the calendar with popular digital platforms.
- It maintains physical bulletin boards in strategic locations within the school, providing information about upcoming events and highlighting recent successes. (Office/Cafeteria)
- Creates and regularly distributes digital newsletters via email to keep families informed about upcoming events, important dates, and school news. Ensure newsletters are visually appealing, easy to read, and mobile-friendly.
- Maintains an up-to-date school website with a dedicated section for event announcements and calendars. Include a user-friendly interface for parents to navigate and find relevant information easily.
- Ramona utilizes Parent Square, social media platforms (e.g., Facebook, Twitter) to share real-time updates, event details, and reminders. Encourage parents to follow official school accounts for timely information.
- Implements a system for sending automated text messages to parents' mobile phones for urgent or time-sensitive announcements. Ensure that parents have opted in to receive such messages.
- Ramona periodically gathers feedback from parents on the effectiveness of communication strategies and uses this input to make improvements.
- Utilize parent-teacher conferences as an opportunity to share information about upcoming events and discuss any concerns or questions. Parent teacher conferences are held in the fall and spring.
- Ramona hosts informational workshops or orientation sessions at the beginning of the school year to acquaint parents with the school calendar and communication channels. (Orientations, Back to School Nights, Parent Meetings, etc.)
- Ramona has parent advisory committees that can act as a bridge between school administration and parents, helping disseminate information effectively.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

- Parent meetings, including ELAC, SSC, Coffee with the Principal, and other meetings are



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held regularly where student achievement is presented with an opportunity for questions from parents.

- Parent/Teacher conferences for all students are held in the fall and as needed in the spring. Parent/Teacher conferences are also scheduled, as necessary.
- Posting of the California School Accountability Report Card is done annually, as required.
- Ramona School parents receive a parent/student handbook (in both English and Spanish).
- Ramona School parents receive curriculum descriptions for English Language Arts and Math (in both English and Spanish) at Back to School Night and other times of the year.
- The Ramona website provides information about the staff, classroom activities, and parent resources.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available on request.

3. If parents request opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- Parents are offered the opportunity to provide input for the School Plan for Student achievement during regularly scheduled parent meetings such as, ELAC, SSC and PTA.
- Informal requests for parent meetings, Back to School Night, and other parent training opportunities offer forums for parents to provide suggestions and be involved in decision making.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Ramona School will submit all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

2.2 Building Capacity for Involvement

To ensure the effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishing the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

- Parents will be provided assistance in understanding the academic content and achievement standards and how to monitor and improve the achievement of their child through general parent information and parent education meetings.



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- Parent/Teacher conferences for all students are held in the fall and as necessary or as requested by parents throughout the school year.
- State standards for the grade level will be reviewed at Parent/Teacher conferences.
- Student achievement expectations and results will be discussed at ELAC, SSC, Coffee with the Principal, and Student Study Team meetings.
- Student achievement and opportunities for students to improve will be discussed at Back to School Night.

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

- Parent training, including parent workshops, SSC, ELAC, technology training, etc., are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialists.

c) The school educates teachers, specialized instructional support personnel, principals, other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

- Parent training, including parent workshops, SSC, ELAC, technology training (Lexia, ST-Math, AR, MyOn, Canvas), etc., are offered throughout the school year and coordinated by the school administration, counselor, and outreach specialist.
- Professional development for teachers and support staff are offered throughout the school year.
- Parents are adequately represented in school/educational partner groups, including SSC, ELAC and PTA.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

- Parent training including parent workshops, SSC, ELAC, technology training, etc. are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist.
- Ramona School coordinates with parents/families to ensure that we have parent representation at all district committees, including DELAC, Parent Advisory Committee, etc.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings, including SSC, ELAC, etc.
- Spanish translation is immediately available when necessary. Mixteco translation is arranged



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through the OSD Mixteco translators.

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

- Ramona School provides translation for parents in person, online, or via telephone.
- Parents are encouraged to participate in workshops and training, and parents are frequently asked at these meetings for suggestions about future meeting agendas/information requests.

2.3 Accessibility

The school to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communications, including print, video, text, and emails, are sent home in both English and Spanish (voice messages are also sent in Mixteco).
- Translation is offered for all committee meetings, including SSC, ELAC, etc.
- Spanish translation is available for parents. Mixteco translation is arranged through the OSD Mixtec translators.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and how the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards and how each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
- At Ramona School, this responsibility includes providing parent information about intervention and enrichment opportunities, ensuring staff availability to work directly with parents to support students, providing parent training on how to support students, and ensuring ongoing regular communication with parents regarding their child's progress, including progress reports, parent conferences, implementation of parent monitoring tools within Canvas, Lexia, and ST-Math and creating a positive school climate through the implementation of CHAMPS and other programs



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to create a safe and nurturing school and classroom environment that is conducive to learning.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent/Teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences are held for all students in the fall and as necessary in the spring or as requested by parents throughout the school year.
2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Ramona School sends out formal standard progress notifications three times per year (after each trimester in November, March, and June).
3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Ramona School regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members, including email, phone communication, and at Parent/Teacher conferences.
 - Ramona School parents are welcome to observe in classrooms with previous notification to the school.
4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Ramona School regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes weekly news bulletins, phone calls, emails, voice and text messages, school and district websites, student applications on iPads, and school-sponsored social media platforms.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



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Title I School-Level Parent and Family Engagement Policy

Emilie Ritchen Elementary

Last updated at 10 am on 10/23/23

2.0 With approval from the local governing board, [Ritchen Elementary School](#) has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The involvement of parents and community members is an essential component of nurturing students. Every effort to invite and consider parent and community input was made to ensure the success of our students. At ELAC, SSC and PTA meetings, this policy was shared and reviewed. The school has also distributed this policy to parents and family members of children served under Title I, Part A. The policy is also posted on our website and sent home to all parents at the beginning of the year. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Ritchen, the following practices have been established:

a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]).

- Title I parent information meetings are held annually at back to school night.
 - Inform parents of their school's participation in the Title 1 program.
 - Explain the requirements of Title 1.
 - Explain the right of parents to be involved.
- Election of parents to advisory committees as needed.

b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]).

- Parent Teacher Association (PTA), School Site Council (SSC) and English Language Advisory Committee (ELAC) meetings along with parent information and training meetings will be held both during the school and in the evenings.
 - Parent meetings are held regularly throughout the school year.
 - Parent workshops.
 - Parent tech trainings.
 - Parent meetings are held at different days/times to accommodate parent availability.
- Title I funds are utilized to provide parent educational opportunities for parents and provide translation to encourage parents to participate.
- A variety of different parent education programs are offered throughout the school year.

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and

family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]).

- Ritchen holds an annual Title 1 meeting during back to school night.
- Title funds and activities are reviewed at school site council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
- Parent training, parent education, school site council, ELAC, etc. are regularly offered and Title 1 funds will be utilized to provide training, food, etc for parent trainings/meetings.

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A]).

- This occurs at our SSC and ELAC meetings.
- School holds an annual Title 1 meeting.
- Timely information through parent emails, phone calls, flyers, Back to School Night, video bulletins, ELAC, SSC, and PTA (English/Spanish for all activities).
- Parent/teacher conferences for all students after the first trimester, and as needed after the second trimester (translation available as needed).

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B]).

- This also occurs throughout the school year as needed during our parent conferences, ELAC and SSC meetings.
- Parent/Teacher conferences for all students in the fall, and as needed in the spring trimester. Parent/teacher conferences are also scheduled as necessary.
- Posting of California School Report Card annually as required.
- Ritchen parents receive a parent/student handbook (in both English and Spanish).
- The Ritchen website provides information about the staff, classroom activities and parent resources.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C]).

- This also occurs throughout the school year as needed during our parent conferences, ELAC and SSC meetings.

- If requested by parents, Ritchen provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and respond to any such suggestions as soon as practicably possible.

4. If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5]).

- The school immediately submits all written documentation of parent comments that reflect the program is not satisfactory.
- This also occurs throughout the school year as needed during our parent conferences, ELAC and SSC meetings.

2.2 Building Capacity for Involvement (Parent and Family Engagement Policy Continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1]).

- This occurs throughout the school year as during our parent conferences, ELAC, SSC meetings and parent informational and education meetings.
- Assist parents in understanding the academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
- Hold parent/teacher conferences for all students in the fall and as necessary or requested by parents throughout the school year
- Review state standards for the grade level at parent/teacher conferences.
- Discuss student achievement and opportunities for students at Back to School Night.

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2]).

- This occurs throughout the school year during our parent conferences, ELAC, SSC meetings and parent informational and education meetings.
- Parent training opportunities include parent workshops, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselors, and outreach specialist.

c) The school educates teachers, specialized instructional support personnel, principals, other school leaders, and other staff, [MB3] with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3]). This occurs throughout the school year as during our parent conferences, ELAC, SSC meetings and parent informational meetings.

- Parent informational meetings and trainings are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist. These include:
 - Parent workshops and trainings.
 - School Site Council.
 - ELAC.
 - Technology trainings.
 - Video bulletins posted on our school website.
- Professional development for teachers and support staff throughout the school year.
- Parents are adequately represented on school/stakeholder groups including school site council, PTA, and ELAC.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4]).

- This occurs throughout the school year as during our parent conferences, ELAC, SSC meetings and parent informational meetings.
- Parent trainings including parent workshops, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, counselor, and outreach specialist.

- Ritchen coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5]).

- All of our parent meetings are held in both Spanish and English as needed.
- All school communications, including print, video, and pictures, are shared with parents/families in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Ritchen immediately provides translation for parents in person, online, or on the telephone.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators.

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14]).

- As the need arises from the feedback that we receive from our major stakeholders, our school provides the appropriate level of meetings to address the concerns or needs that are being expressed.
- Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for suggestions about future meeting agenda/information requests.

2.3 Accessibility

Ritchen, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f]).

- All of our parent meetings and all forms of written communication are done in both Spanish and English as needed.

- All school communications, including print, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Ritchen provides translation for parents in person, online, or on the telephone.
- Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the utilization of OSD Mixteco translators.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1]).
- At Ritchen the staff is focused on three main goals that have to do with high academic achievement, meeting the needs of the whole child and building our school community. Our teachers through various classroom activities focus on building all three goals.
 - The school's responsibility is to provide high-quality curriculum and instruction in a meaningful, supportive, and effective learning environment in which students served under Title 1 meet the statewide academic grade level content standards.
 - This responsibility includes sharing information about intervention and enrichment opportunities with parents/families, staff availability to work directly with parents to support students, and parent education on how to support students.

- Regular communication with parents regarding their students progress including progress reports, parent conferences, and implementation of parent monitoring tools within Canvas.
- Creating a positive school climate through the implementation of SOAR (Safety, Ownership, Attention, Respect) and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A]).

- Hold parent/teacher conferences for all students in the fall and as necessary or requested by parents throughout the school year.
- The teachers at our school also use the Canvas platform to communicate daily the academic expectations and also to share out behavior reports as needed.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B]). The teachers at our school also use the Canvas platform to communicate daily the academic expectations and also to share out behavior reports as needed.

- Ritchen sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June)
- The teachers at our school also use the Canvas platform to communicate daily the academic expectations and also to share out behavior reports as needed.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C]).

- Ritchen regularly communicates with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including email, phone communication, and parent/teacher conferences.

- Ritchen Parents are welcome to observe in classrooms with previous notification to the school.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D]).

- All forms of communication with our families are done in both English and Spanish.
- Ritchen regularly communicates with parents, guardians, and stakeholders in an ongoing manner throughout the year.
- This communication includes video bulletins, phone calls, email, voice messages, our district sponsored school website, through our student applications on iPads, and through our school sponsored social media platforms.



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Title I School-Level Parent and Family Engagement Policy **Rose Avenue Elementary School 2023-2024**

2.0 With approval from the local governing board, Rose Avenue Elementary School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children.

Governance stakeholder groups such as School Site Council (SSC), the English Learner Advisory Committee (ELAC), and the Parent Teacher Association (PTA) were involved in the development of the parent and family engagement policy, with input provided by parents, community representatives, classroom teachers, and other school personnel.

The school has distributed the policy to parents and family members of children served under Title I, Part A. **Rose Avenue Elementary School provides information related to the policy to parents and family members during an annual school-wide Title I meeting. The policy document is readily available to parents and family members on the school website and physical copies of the policy are made available to parents and family members upon request.** (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Rose Avenue Elementary School, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]).

At the beginning of each school year, Rose Avenue Elementary School

convenes an annual meeting to provide parents and family members information related to the school's participation in the Title I program, explain requirements of Title 1 and parent's rights to be involved. This annual meeting coincides with Back to School Night, which traditionally gathers the highest rate of parent and family member attendance.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]).

When scheduling meetings that involve parents and/or family members, Rose Avenue Elementary School staff work in partnership with parents to accommodate their schedules. Translation is provided by school/district personnel in the parents' primary language when needed. When parents are unable to come to the school, home visits are conducted by the Outreach Coordinator, Attendance Tech, and/or school administration to strengthen home-school connections on an as needed basis.

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]).

Governance stakeholder groups such as School Site Council (SSC), the English Learner Advisory Committee (ELAC), and the Parent Teacher Association (PTA) were involved in the development of the parent and family engagement policy and the School Plan for Student Achievement (SPSA), with input provided by parents, community representatives, classroom teachers, and other school personnel. Both the engagement policy and the school plan are reviewed throughout the school year for improvement and are approved on an annual basis.

- d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
At the beginning of each school year, Rose Avenue Elementary School convenes an annual meeting to provide parents and family members information related to the school's participation in the Title I program. The timely information is sent via Back to School Night, Parent Square, Social Media Accounts (Facebook, Instagram, Twitter), and at Committee Meetings (ELAC, SSC, and PTA).
2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20

U.S.C. § 6318[c][4][B])

Information about the school's instructional program is shared with parents at Back to School Night. School administration reviews and updates the School Accountability Report Card in collaboration with district personnel on an annual basis. This report card includes specific information related to textbooks and instructional materials provided to all students for all core subjects (Language Arts, Math, Science, and Social Science). The district's Educational Services Department provides each school site an assessment calendar, consisting of both formative and summative (district-level and state-level) assessments, to measure student progress. Classroom teachers use the results of these assessments to inform parents of student progress throughout the school year, including parent-teacher conferences and trimester report cards. Student Score Reports for State assessments, such as the CAASPP and ELPAC, are available to school families. The School Principal shares achievement levels and academic data during Parent Meetings (ELAC and SSC). The Rose Avenue website provides information about the staff, classroom activities and parent resources.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

Parents can request a conference to meet with their child's teacher at any time. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child's teacher to review achievement data and identify strategies for improving student success. Parents will also be encouraged to attend Student Success Team meetings if their child has been identified as significantly below grade-level standards or is exhibiting significant needs in social, emotional, and/or behavioral areas. Parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator, Counselor, and Principal to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent engagement and advocacy, nutrition classes, bullying, district applications/technology platforms, and how to support students' academic and social-emotional needs. Parent Meetings, Parent/Teacher Conferences, Parent/Family trainings and workshops will be made available via in-person and virtual formats as we adhere to the needs of our families.

- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

The School Plan for Student Achievement (SPSA) is developed on an annual basis with input from parent stakeholder groups (e.g., School Site Council, ELAC, PTA). School administration and staff also receive comments from parents throughout the school year with recommendations on how to improve the schoolwide plan in meeting students' and family needs. This feedback is provided during Parent Meetings which include ELAC, SSC, PTA and Coffee with the Principal. These recommendations are considered when monitoring the effectiveness of the plan's implementation and when revisions to the plan are necessary.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Rose Avenue Elementary School offers parent nights, including Back to School Night, to engage stakeholders in academic activities to raise awareness and understanding of the expectations set by the Common Core State Standards. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child's teacher to review achievement data and identify strategies for improving student success. Parent Nights and Parent/Teacher Conferences will be made available via in-person and virtual formats as we adhere to the needs of our families.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

Parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator, Counselor, and Principal to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent

engagement and advocacy, nutrition classes, bullying, district apps/technology platforms, and how to support students' academic and social-emotional needs. Currently, trainings and workshops are provided via in-person and virtual formats as we adhere to the needs of our families.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

In order for students to achieve their fullest potential, we know that parent and family engagement plays a critical role in ensuring students' educational success. Rose Avenue Elementary School continues to strengthen home-school connections established with parents by maintaining consistent communication (Parent Square, Flyers, and Social Media Accounts) and hosting frequent Parent Meetings (ELAC, SSC, and Coffee with the Principal). Teachers and staff are expected to value parents as equal partners and to maintain communication with parents on an ongoing basis. The School Principal will train and support teachers during Staff Meetings on how to establish positive connections with school families.

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

Parent involvement programs and activities with other Federal, State, and local programs are coordinated at the district-level. Parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator, Counselor, and Principal to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent engagement and advocacy, nutrition classes, bullying, district apps/technology platforms, and how to support students' academic and social-emotional needs. Currently, trainings and workshops are provided via in-person and virtual formats as we adhere to the needs of our families.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

Rose Avenue Elementary School ensures that information sent to parents is provided in the parents' primary language, which, in most cases, is either in English or Spanish. We provide information for all meetings and programs via Parent Square, Flyers, Social Media Accounts, and our School Website. The School also offers translation for all Committee Meetings including SSC, ELAC, and PTA. The school district also provides alternate language resources when applicable.

- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14]) **Upon parent request, Rose Avenue Elementary School provides further support to involve parents and families in school-related programs and activities to ensure student success. Rose Avenue Teachers and Support Staff plan to host Parent Nights to showcase student work and to support families with students' academic and social emotional needs.**

2.3 Accessibility

Rose Avenue Elementary School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f]) **The school's Outreach Coordinator provides specific and targeted support to families of special student populations (English Learners, Students with Disabilities, Migrant, McKinney-Vento) to ensure equitable access to available school, district, and county-level resources, while ensuring students' academic and social-emotional needs are being met in order to increase students' potential for achieving school success. Rose Avenue Elementary School ensures that all communication and information sent to parents is provided in the parents' primary language, which, in most cases, is either in English or Spanish. We provide information for all meetings and programs via Parent Square, Flyers, Social Media Accounts, and our School Website. The School also offers translation for all Committee Meetings including SSC, ELAC, and PTA. The school district also provides alternate language resources when applicable.**

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire

school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Rose Avenue Elementary School is committed to providing the best educational program possible for our students. We are dedicated to ensuring Rose Avenue Elementary School is a welcoming, stimulating environment where students are actively involved in their education, emphasizing both academic and social/emotional learning. Throughout the 2023-2024 school year, Rose Avenue Elementary School will emphasize building rigor across all grade levels and all core content areas with an emphasis on Science and Wellness, our school's Strand Focus, while scaffolding instruction to strengthen students' skills on grade-level standards. This responsibility includes parent information about intervention and enrichment opportunities, staff availability to work directly with parents to support students, parent trainings on how to support students, and ongoing regular communication with parents regarding their students' progress. This includes progress reports, parent conferences, implementation of parent monitoring tools within Canvas, and creating a positive school climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

During the fall and spring, Rose Avenue Elementary School will coordinate Parent/Teacher Conferences to invite parents to collaborate with their child's teacher to review school expectations, agreements of the compact, student achievement data and identify strategies for improving student success. Upon parent requests,

Parent/Teacher conferences will also be available throughout the year.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

Report cards are provided to parents at the end of each trimester to inform parents of students' academic progress across all grade levels.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

Rose Avenue Elementary School follows the district's guidelines for parent volunteers to ensure student safety. The School Principal will encourage these efforts and supports during Parent Meetings (ELAC, PTA, Coffee with the Principal, and PTA). Parents are encouraged and supported to complete the district guidelines in order to be cleared to participate in classrooms as parent volunteers. Parents can also request to schedule an appointment with site administration to visit classrooms for a limited period of time so as not to interfere with the classroom learning environment.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Rose Avenue Elementary School provides ample opportunities for two-way communication during Parent Meetings which include ELAC, SSC, PTA, and Coffee with the Principal. We also provide school information via technological resources (e.g., school website, Parent Square, flyers, letters) to parents and families in English and Spanish. Bilingual interpreters assist English-only speaking teachers when communicating with Spanish speaking families (e.g., Parent/Teacher conferences, family nights, parent workshops). The school district also provides alternate language resources when applicable.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A service*

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Principal: Mr. Jorge Mares



Title I School-Level Parent and Family Engagement Policy Sierra Linda Elementary School

November 08, 2023

2.0 With approval from the local governing board, Sierra Linda Elementary has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. Our plan is distributed through paper copies sent in the beginning of the school year packet sent to families, and our website. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Sierra Linda Elementary, the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]) This portion is done at Back-to-School Night.
 - Parents will be informed of their school's participation in the Title I program.
 - Requirements of Title I are explained.
 - Rights of parents to be involved are explained.
 - Election of parents to advisory committees occurs, as needed.
- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2])
 - Parent meetings are held regularly throughout the school year including parent workshops, parent trainings, tech trainings, SSC, ELAC, PTA, Coffee with Principal, Coffee with Outreach Specialist and Counselor, etc.
 - Parent meetings are held at different days/times to accommodate parent availability and participation.

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- Title I funds are utilized to provide parent education opportunities for parents and provide translation to encourage parents to participate in the school.
 - A variation of different parent education programs are offered throughout the school year.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]) Parent Needs assessment survey helps Sierra Linda collect data on family needs.
- Sierra Linda Elementary holds regular Title 1 meetings during the school year, such as Back to School Night, Open House, and Coffee with the Principal meetings.
 - Title funds and activities are reviewed at School Site Council meetings throughout the school year and adjustments are made based upon available data/information regarding effectiveness of activities.
 - Regular/ongoing messages with parents regarding opportunities for students to participate in activities which support student achievement.
 - Parent training, parent education, SSC, ELAC, Coffee with the Principal, Coffee with Counselor and Outreach Specialist, PTA etc. are regularly offered and Title funds will be utilized to provide training, materials, refreshments, etc. for parent trainings/meetings (for in-person meetings/trainings).
 - The Parent Involvement Policy is developed and reviewed with input from ELAC and SSC and approved by SSC.
- d) The school provides parents of participating children with the following:
1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
 - Sierra Linda holds regular Title 1 meetings.
 - Timely information is provided through parent emails, Back to School Night, Open House, ELAC, SSC, Coffee with the Principal, and PTA (interpretation in English/Spanish for all activities and Mixteco as needed).
 - Parent/teacher conferences for all students are held after the first trimester, and as needed after the second trimester (translation available as needed).
 2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])
 - Teachers share information about the adopted curriculum during Back-to-School Night.

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- Parent meetings including ELAC, SSC, and other meetings are held regularly where student achievement data is presented with an opportunity for questions from parents.
- Parent/Teacher conferences for all students are held in the fall, and as needed in the spring trimester. Parent/Teacher conferences are also scheduled as necessary throughout the school year.
- Posting of California School Accountability Report Card is done annually, as required.
- Sierra Linda posts, on our website, links to content area standards for all grades (in both English and Spanish).
- Standards Based Report cards are sent home at the end of each trimester.
- Student state testing results (ELPAC and CAASPP) are made available through Parent Connect. Hard copies are available upon request.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

- At Sierra Linda Elementary, parents are offered the opportunity to provide input for the School Plan for Student Achievement during regularly scheduled parent committees such as ELAC, SSC, and PTA.
- If requested by parents, Sierra Linda Elementary provides opportunities for regular meetings to formulate questions and to participate, as appropriate, in decisions relating to the education of their child, and responses to any such suggestions are provided as soon as feasibly possible.
- Informal requests for parent meetings, Back to School Night, Coffee with the Principal, Chat with Outreach Specialist and Counselor, and parent trainings and other opportunities are offered for parents to participate in decision making.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

- Sierra Linda Elementary will submit, as soon as practicably possible, all written documentation of parent comments that reflect that the program is not satisfactory to the LEA (Oxnard School District).

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2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
 - Parents will be provided assistance in understanding academic content and achievement standards and how to monitor and improve achievement of their child through general parent information and parent education meetings.
 - Parent/Teacher conferences for all students will be held in the fall and as necessary or as requested by parents throughout the school year.
 - State standards for the grade level will be reviewed at Parent/Teacher conferences.
 - Student achievement expectations and results will be discussed at ELAC and SSC meetings.
 - Student achievement and opportunities for students to improve will be discussed at Back to School Night.
 - Sierra Linda posts links to all the content area standards for all students (in both English and Spanish), on our website.
- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
 - Parent trainings including parent workshops, SSC, ELAC, technology trainings, and other topics are offered throughout the school year as coordinated by the school administration, School Counselor, and the Outreach Specialist.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
 - Parent trainings including parent workshops, SSC Training, ELAC/DELAC Training, Reading and Math Nights, Technology trainings (Parent Square, AR), etc. are

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- offered throughout the school year as coordinated by the school administration, teachers, School Counselor, and the Outreach Specialist.
- Professional development for teachers and support staff are offered throughout the school year.
 - Parents are adequately represented on school/education partner groups at the site and district level including SSC, PTA, ELAC, DELAC and Parent Advisory Committee.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
- Parent trainings including parent workshops, SSC, ELAC, Reading and Math Nights, technology trainings, etc. are offered throughout the school year as coordinated by the school administration, teachers, school counselor, and the outreach specialist.
 - Sierra Linda Elementary School coordinates with parents/families to ensure that we have parent representation at all district committees including DELAC, Parent Advisory Committee, etc.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
- All school communications, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
 - Translation is offered for all committee meetings including SSC, ELAC, PTA, etc.
 - Spanish translation is immediately available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators as needed.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
- Sierra Linda Elementary provides immediate translation for parents in person, online, or on the telephone.
 - Parents are encouraged to participate in workshops and trainings, and parents are frequently asked at these meetings for recommendations about future meeting agenda/information requests.
 - Parents are encouraged to participate and provide suggestions for trainings/topics of interest through the annual Needs Assessment Survey.

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2.3 Accessibility

Sierra Linda Elementary School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- All school communication, including print, audio phone messages, video, and pictures, are sent home in both English and Spanish.
- Translation is offered for all committee meetings including SSC, ELAC, etc.
- Spanish translation is available when necessary for a parent. Mixteco translation is arranged through the OSD Mixteco translators.
- Sierra Linda Elementary posts on our website links to content standards for all grades and all content areas (in both English and Spanish).

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
 - At Sierra Linda, this responsibility includes providing parents information about intervention and enrichment opportunities, ensuring staff availability to work directly with parents to support students, providing parent trainings on how to support students, and ensuring ongoing regular communication with parents regarding their students' progress, including progress reports, parent conferences, implementation of parent monitoring tools within Q and Canvas, and creating a positive school

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climate through the implementation of CHAMPS and other programs to create a safe and nurturing school and classroom environment that is conducive to learning.

- Sierra Linda Elementary School posts links, on our website, to content area standards for all students (in both English and Spanish).
- Parents are encouraged to participate in their child's education by volunteering in their child's class with clearance from our district office and approval from the site.

- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
 - Parent/Teacher conferences for all students are held in the fall, and as necessary, or as requested by parents throughout the school year.
 2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
 - Sierra Linda Elementary School sends out formal grade notifications three times per year (at the conclusion of each trimester in November, March, and June).
 3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
 - Sierra Linda Elementary communicates regularly with parents regarding the variety of ways in which parents/guardians can directly communicate with staff members including LMS Canvas, Parent Square (email, phone communication, Texts), parent/teacher conferences, and other school approved platforms (such as ClassDojo).
 - Sierra Linda Elementary School Parents are welcome to observe in classrooms with previous notification to the school and approved Volunteer Form on file.
 4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
 - Sierra Linda Elementary School communicates regularly with parents, guardians, and stakeholders in an ongoing manner throughout the year. This communication includes video bulletins, email communication, audio phone messages, and texts, the use of our district website, through our student applications on iPads, and through our school sponsored social media platforms.
 - Sierra Linda Elementary School will seek the input from families through ELAC Parent Survey, OSD surveys, parent meetings, etc.

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**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

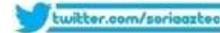
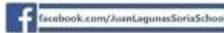
***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



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Title I School-Level Parent and Family Engagement Policy

Juan Lagunas Soria School

2.0 With approval from the local governing board, Juan Lagunas Soria School has developed a written Title I parent and family engagement policy with input from parents and family members of participating children. The policy is created and approved annually with input and feedback from School Site Council (SSC) and English Learner Advisory Committee (ELAC). The school has distributed the policy to parents and family members of children served under Title I, Part A. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

School Site Council (SSC), the English Learner Advisory Committee (ELAC), and the Parent Teacher Association (PTA) were involved in the development of the parent and family engagement policy, with input provided by parents, community representatives, classroom teachers, and other school personnel. Juan Lagunas Soria School disseminates information related to the policy to parents and family members during an annual school-wide Title 1 meeting. The policy document is readily available to parents and family members on the school website and physical copies of the policy are made available to parents and family members upon request.

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Juan Lagunas Soria School, the following practices have been established:

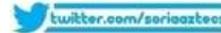
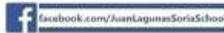
- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]).



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At the beginning of each school year, Juan Lagunas Soria School convenes an annual meeting to provide parents and family members information related to the school's participation in the Title I program. This annual meeting coincides with Back to School Night, which traditionally garners the highest rate of parent and family member attendance.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 U.S.C. § 6318[c][2]).

When scheduling meetings that involve parents and/or family members, Juan Lagunas Soria school staff work in partnership with parents to accommodate their schedules. Translation is provided by school/district personnel in the parents' primary language, when needed. When parents are unable to come to the school, home visits are conducted by the Outreach Coordinator, Attendance Tech, and/or school administration to strengthen home-school connections.

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]).

Governance education partner groups such as School Site Council (SSC), the English Learner Advisory Committee (ELAC), and the Parent Teacher Association (PTA) were involved in the development of the parent and family engagement policy and the School Plan for Student Achievement (SPSA), with input provided by parents, community representatives, classroom teachers, and other school personnel. Both the engagement policy and the school plan are reviewed throughout the school year for improvement and are approved on an annual basis.

- d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

At the beginning of each school year, Juan Lagunas Soria School convenes an annual meeting to provide parents and family members information related to the school's participation in the Title I program.



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SSC regularly monitors Title I funding and the programs supported by those funds at regular SSC meetings throughout the year.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. (20 U.S.C. § 6318[c][4][B])

School administration reviews and updates the School Accountability Report Card in collaboration with district personnel on an annual basis. This report card includes specific information related to textbooks and instructional materials provided to all students for all core subjects (reading/language arts, math, science, and history- social science). The district's Educational Services Department provides each school site an assessment calendar, consisting of both formative and summative (district- level and state-level) assessments, to measure student progress. Classroom teachers use the results of these assessments to inform parents of student progress at key timepoints throughout the school year (e.g., parent-teacher conferences, trimester report cards, etc.). Student Score Reports for State assessments, such as the CAASPP and ELPAC, are available to school families.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

Parents can request a conference to meet with their child's teacher at any time. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child and their child's teacher to review achievement data and identify strategies for improving student success. Parents will also be encouraged to attend Student Success Team meetings if their child has been identified as performing significantly below grade-level standards or is exhibiting significant needs in social, emotional, and/or behavioral areas. Parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent engagement and advocacy, nutrition classes, bullying, A through G requirements, and how to support students' academic and social- emotional needs.



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- e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

The School Plan for Student Achievement (SPSA) is developed on an annual basis with input from parent groups (e.g., SSC, ELAC, PTA). School administration and staff also receive comments from parents throughout the school year with recommendations on how to improve the schoolwide program plan in meeting students' and family's needs. These recommendations are taken into account when monitoring the effectiveness of the plan's implementation and when revisions to the plan are necessary.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Juan Lagunas Soria School offers parent nights, including Back to School Night, to engage education partners in academic activities to raise awareness and understanding of the expectations set by the Common Core State Standards. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child and their child's teacher to review achievement data and identify strategies for improving student success.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

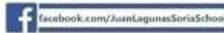
Parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator and Counselor to improve parents' ability to support their children's learning. These trainings focus on topics such as parenting classes, parent engagement and



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advocacy, nutrition classes, bullying, A through G requirements, and how to support students' academic and social-emotional needs.

- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

In order for students to achieve their fullest potential, we know that parent and family engagement plays a critical role in ensuring students' educational success. Juan Lagunas Soria school prides itself on the strong home-school connections established with parents. Teachers and staff are encouraged, supported, and expected to reach out to, communicate with, and work with parents as equal partners on an ongoing basis using tools available to them such as Parent Square, Canvas, phone calls, email, etc..

- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

Parent involvement programs and activities with other Federal, State, and local programs are coordinated at the district-level. Juan Lagunas Soria school currently does not host a public preschool program nor a parent resource center. However, parent trainings and educational workshops are coordinated and provided by the school's Outreach Coordinator and Counselor to improve parents' ability to support their children's learning.

These trainings focus on topics such as parenting classes, parent engagement and advocacy, nutrition classes, bullying, A through G requirements, and how to support students' academic and social-emotional needs.

- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])



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Juan Lagunas Soria school ensures that information sent to parents is provided in the parents' primary language, which, in most cases, is either in English or Spanish. The school district also provides alternate language resources when applicable.

- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
Upon parent request, Juan Lagunas Soria school provides further support to involve parents and families in school-related programs and activities to ensure student success.

2.3 Accessibility

Juan Lagunas Soria School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

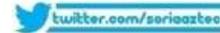
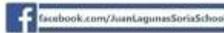
The school's Outreach Coordinator provides specific and targeted support to families of special student populations (English Learners, students with disabilities, migrant, McKinney-Vento) to ensure equitable access to available school, district, and county-level resources, while ensuring students' academic and social/emotional needs are being met in order to increase students' potential for achieving school success.



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2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school- parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20

U.S.C. § 6318[d])

a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

Juan Lagunas Soria School is committed to providing the best educational program possible for our students. The quality of our instructional program is a reflection of our highly committed staff. We are dedicated to ensuring Juan Lagunas Soria School is welcoming, stimulating environment where students are actively involved in their education, emphasizing both academic and social/emotional learning. Through the shared vision of our staff, parents, and community, our students are challenged to reach their maximum potential. Our academic focus has centered on building strong foundations in reading, writing, and mathematics. Throughout the 2023-24 school year, Juan Lagunas Soria School will emphasize building rigor across all grade levels and all core content areas and building the biliteracy skills of our students in our DLI strand. We will ensure students can access the standards through scaffolding instruction to strengthen students' skills on grade-level. Students are encouraged and supported to build their literacy skills and reach their reading potential. Teachers will also concentrate on building students' writing ability across all core content areas to promote critical thinking and to better equip students with the skills required to meet expectations of state-wide summative assessments. Finally, teachers will continue focusing on implementing common core mathematic strategies across all grade levels, enabling students to build their academic vocabulary and reasoning skills in mathematics.



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In order for students to achieve their fullest potential, we know that parent and family engagement plays a critical role in ensuring students' educational success. Juan Lagunas Soria School provides several opportunities throughout the school year to strengthen partnerships with family, school, district, and community educational partners to assist under-achieving students. Parents are encouraged to volunteer in the classroom and in school activities as well as become involved in site-based parent groups such as the SSC, ELAC and PTA. These parent groups play an active role in developing and monitoring school goals. Parent nights engage stakeholders in academic activities to raise awareness and understanding of the expectations set by the Common Core State Standards. Throughout the year, parents will be invited to attend Parent/Teacher Conferences to collaborate with their child and their child's teacher to review achievement data and identify strategies for improving student success. Parents will also be encouraged to attend Student Success Team meetings if their child has been identified as performing significantly below grade-level standards or is exhibiting significant needs in social, emotional, and/or behavioral areas.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

During the fall and spring, Juan Lagunas Soria school will coordinate Parent/Teacher Conferences to invite parents to collaborate with their child and their child's teacher to review school expectations, student achievement data and identify strategies for improving student success.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

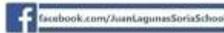
Report cards are provided to parents at the end of each trimester to inform parents of students' academic progress across all grade levels. In addition, mid-trimester progress reports are provided to parents for 6th – 8th grade students receiving Ds and/or Fs.



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3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

Juan Lagunas Soria School follows the district's guidelines for parent volunteers to ensure student safety. Parents are encouraged and supported to complete the district guidelines in order to be cleared to participate in classrooms as parent volunteers. Parents can also request to schedule an appointment with site administration to visit classrooms and/or special programs (e.g., Dual Language Immersion) for a limited period of time so as not to interfere with the classroom learning environment.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Juan Lagunas Soria School provides communication (e.g., Parent Square, school website, flyers, letters) to parents and families in English and Spanish. Bilingual interpreters assist English-only speaking teachers when communicating with Spanish speaking families (e.g., Parent/Teacher conferences, family nights, parent workshops). The school district also provides alternate language resources when applicable.

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services*

OSD's Parent and Family Engagement Policies

February 7, 2024

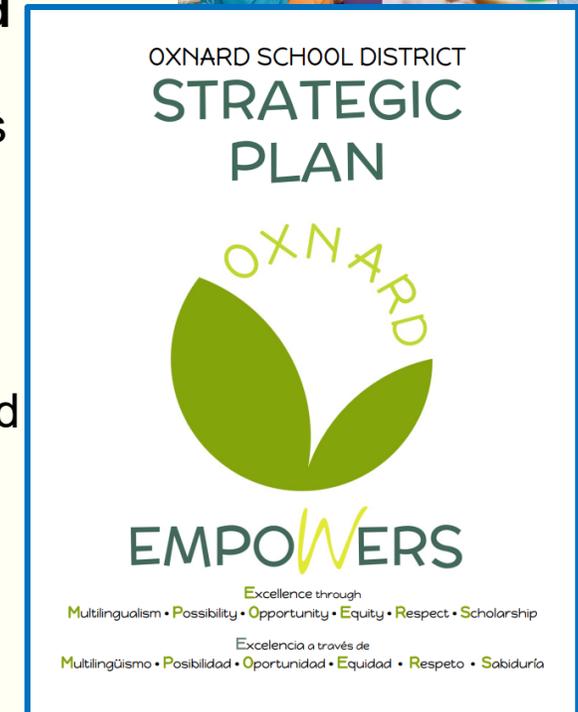
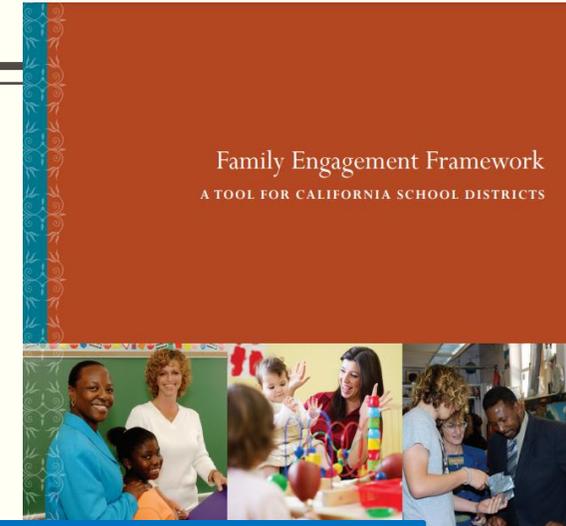
Teresa Ruvalcaba

Equity, Family, & Community Engagement Manager



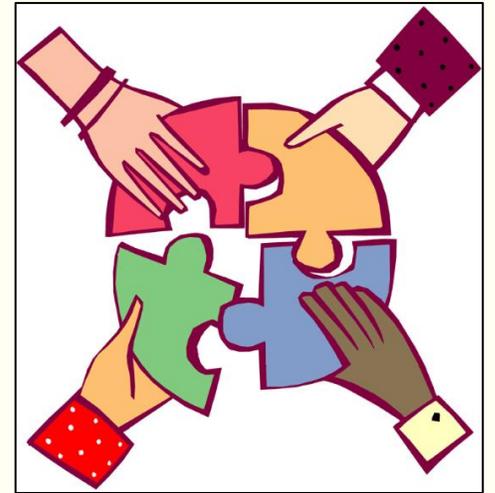
Background Information-District Policy

- Complies with the requirements of the California School Boards Association (CSBA): [Policy 6020-Parent Involvement](#); last reviewed on 05/01/2020.
- Meets the requirements of Board Policy 6020 adopted on 11/16/2011. Last modified on October 27, 2020.
- Meets Title I, Part A requirements: It was **developed** and **revised** with **input** from parents: DELAC, African American Parent and Community, Mixteco, Asian American and Pacific Islander Advisory Groups. It will be **distributed** to families after Board approval.
- Written in the [NEW TEMPLATE](#) recommended by the state, which includes the requirements of Title I, Part A, of the Elementary and Secondary Education Act (ESEA) as reauthorized by the Every Student Succeeds Act (ESSA).
- Builds on the principles of the [California Family Engagement Framework](#).
- New! Aligned with the OSD's Strategic Plan, Oxnard EMPOWERS; adopted in 2023. The priority actions are 4.2.1, 4.2.2, 4.2.3 and 4.2.4.



Background Information-School Policies

- Meet Title I Requirements: Policies were updated with input from diverse parent groups, such as the School Site Council (SSC), the Parent Teacher Association (PTA), and the English Learner Advisory Committee (ELAC). They will be distributed to families after Board approval.
- Written in the new TEMPLATE required by the state, which includes Title I requirements.
- Build on two of the five action areas of the California Family Engagement Framework: Capacity Building and Access and Equity.
- Support Action 1 of the District's Local Control Accountability Plan (LCAP), Goal 3.
- Reviewed by the Equity, Family & Community Engagement Manager, and feedback provided as needed.
- Next step: Align policies with OSD's strategic plan's priority actions in family engagement.



Capacity Building

- OSD continues to build the capacity of parents, teachers, outreach specialists, and principals.

Parents: Have participated in various parent workshops connected to student learning at the district and site levels. For example, A-G requirement presentations, literacy through family reading nights, ParentSquare, Project 2 Inspire, wellness workshops, ESL classes, developing multicultural awareness through cultural events, etc.

New! Parent-led book club, math workshops, Plazas Comunitarias, and TK-2 literacy workshops

- Teachers: Family engagement workshops were offered in the Summer of 2023.
- Outreach Specialists (ORCs): In collaboration with their site administrators, they continue strengthening their Parent and Family Engagement Action Plans aligned with the California Family Engagement Framework, Title I School-Level Parent and Family Engagement Policies, and Oxnard EMPOWERS.
- Principals: Aligned their Title I Parent and Family Engagement Policies with the California Family Engagement Framework. The next step will be to align them with the priority actions for family engagement in Oxnard EMPOWERS.



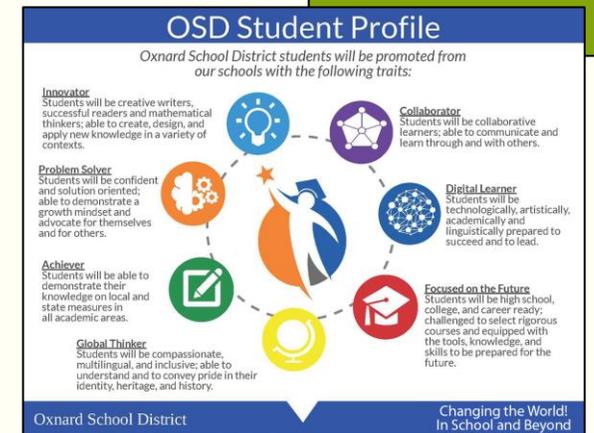
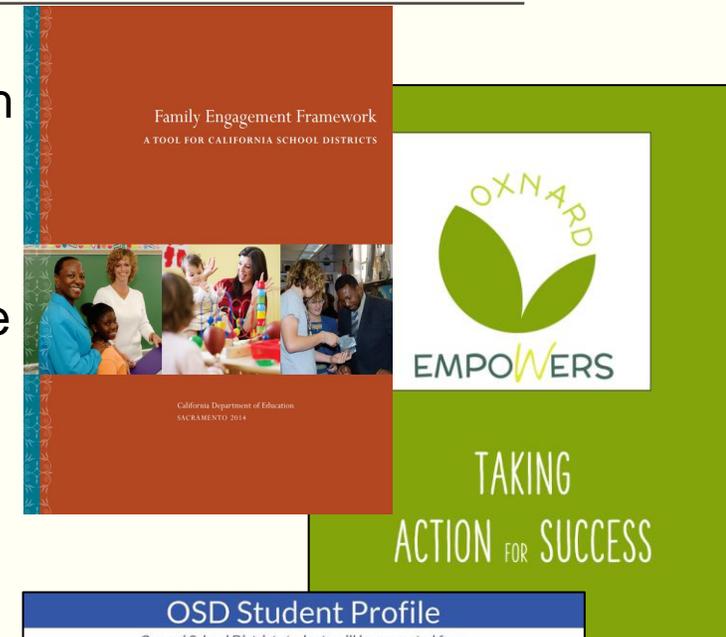
Access & Equity

- Continue to conduct the bilingual Family Engagement & LCAP Panorama survey once a year.
- Make these surveys available through different communication platforms.
- Collect and analyze survey data to identify barriers to greater participation as indicated by different ethnic and racial groups and act upon this data.
- Share survey feedback with families.
- Continue to provide translation and interpretation at district and school events in Spanish, Mixteco, and other languages as possible.
- Continue to plan family events/activities that build cross-cultural understandings.
- Offer both in-person and Zoom parent meetings.
- Schedule parent meetings at various times to accommodate the needs of different families.
- Provide childcare as needed.
- To the extent possible, provide transportation or carpooling to parent events.
- Use a variety of communication channels to reach out to all families, including, but not limited to, ParentSquare messaging, flyers on district/school websites, video clips, hard copies of handouts, use of students' iPads, and information tables at schools.
- ORCs conduct ongoing outreach to all parents and families, connecting them with available district and community resources and programs.
- Family Resource Center: OSD families get linked to district and community support services and programs.



Alignment with Oxnard EMPOWERS & the Student Profile

- Action 4.2.1: Adopt a family engagement framework consistent with Oxnard EMPOWERS and align family engagement and parent support services to that framework.
- Action 4.2.2: Design structures and spaces at every site to promote and ensure parent voice, agency, involvement, and leadership development.
- Action 4.2.3: Develop coherent classrooms and school-based opportunities for parent participation and involvement in students' learning lives and showcase parents' strengths, talents, and expertise.
- Action 4.2.4: Ensure participation, involvement, and support of our African American, Mixteco, Asian-Pacific Islander, and Emergent Multilingual Learner parents in their children's education.



Parent & Family Engagement Highlights-2023-2024 SY

Family Resource Fair/Open House-Family Resource Center



Revisions to EML Master Plan-Collaboration Sessions with Francisca Sanchez and DELAC Parent Representatives



Celebrating Mesoamerican Traditions Lemonwood



DELAC Potluck-Convivio



Kwanzaa Celebration



Site Level Family Engagement Events



Book Swap and Math Night-McAuliffe



Día de Los Muertos
STEAM Night-Sierra Linda

Site Level Family Engagement Events



Holiday Extravaganza-Soria



Technology Workshop-Harrington



Migrant Education/Loteria Night-Fremont

Upcoming Events: Black History Celebration, TK-2 literacy workshops, math workshops, Asian American and Pacific Islander Heritage Celebration and All Advisory Groups Convening

OSD's African American Parent & Community Advisory Group invites you to a:

Black History Celebration

Be inspired! Let's honor the rich and vibrant African American culture in our community!

Join us for a night of African art, drumming, dancing, college readiness talks and book reading.
Dinner will be provided.
February 6, 2024, 5:30 PM - 7:45 PM
McAuliffe Elementary School
3300 Via Marina Ave.
Oxnard, CA 93035

UNLOCK A WORLD OF LEARNING
Family Literacy Workshop
 Thursday, February 22, 2024

Families TK-2nd Grade
 Driffill Elementary School MPR
 910 S E St, Oxnard

OXNARD SCHOOL DISTRICT

ENGLISH 5:00-6:00pm
SPANISH 6:30-7:30pm

DR. RABECA PALACIOS

- An Expert in Early Childhood Education
- National Board Certified teacher for over four decades
- Pioneer in Dual Language Learning
- First Latina to be inducted into the National Teacher Hall of Fame

Enjoy a fun way to extend learning at home, which encourages a love of reading and inspires creativity

FREE GIFT

Take Home Literacy Bundle

For more information contact Alberto Mendoza
 (805) 385-1501x2358

MATH CLASS FOR PARENTS

FEBRUARY 5, 2024
OXNARD SCHOOL DISTRICT BOARD ROOM
8:30 - 10:00

COME LEARN HOW TO SUPPORT YOUR CHILDREN WITH MATHEMATICS. YOU WILL WALK AWAY WITH GAMES AND OTHER RESOURCES THAT YOU CAN USE TO HELP YOUR CHILD BUILD THEIR MATHEMATICAL FLUENCY.

PLEASE RSVP IF POSSIBLE
[LINK HERE](#)



Questions? THANK YOU!!

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 07, 2024

Agenda Section: Section D: Action Items

Acceptance of Oxnard School District Audit Report, June 30, 2023 (Mitchell/Núñez)

The Oxnard School District Audit Report for Fiscal Year 2022-23, prepared by the firm of Nigro & Nigro, PC is presented to the Board.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services that the Board accept the Oxnard School District Audit Report, June 30, 2023.

ADDITIONAL MATERIALS:

Attached: [Oxnard School District Audit Report June 30, 2023 \(102 pages\)](#)

**OXNARD SCHOOL DISTRICT
VENTURA COUNTY
AUDIT REPORT
For the Fiscal Year Ended
June 30, 2023**

NIGRO & NIGRO^{PC}

OXNARD SCHOOL DISTRICT
For the Fiscal Year Ended June 30, 2023
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Financial Section

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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Oxnard School District
Oxnard, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of and for the fiscal year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of June 30, 2023, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of proportionate share of the net pension liability, schedule of pension contributions, schedule of changes in the District's total OPEB liability and related ratios, schedule of OPEB contributions, schedule of the District's proportionate share of the net OPEB liability-MPP Program, and the notes to the required supplementary information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Schedule of Expenditures of Federal Awards as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information, except for the LEA Organization Structure, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and other supplementary information listed in the table of contents, except for the LEA Organization Structure, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The LEA Organization Structure has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 13, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Murrieta, California
December 13, 2023

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2023

OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

The remainder of this overview section of management's discussion and analysis highlights the structure and contents of each of the statements.

District-Wide Statements

The District-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid.

The two District-wide statements report the District's net position and how it has changed. Net position – the difference between the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources – is one way to measure the District's financial health, or *position*.

- Over time, increases and decreases in the District's net position are an indicator of whether its financial position is improving or deteriorating, respectively.
- To assess the overall health of the District, you need to consider additional nonfinancial factors such as changes in the District's demographics and the condition of school buildings and other facilities.
- In the District-wide financial statements, the District's activities are categorized as *Governmental Activities*. Most of the District's basic services are included here, such as regular and special education, transportation, and administration. Property taxes and state aid finance most of these activities.

Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs:

- Some funds are required by State law and by bond covenants.
- The District establishes other funds to control and manage money for particular purposes (like repaying its long-term debt) or to show that it is properly using certain revenues.

The District has two kinds of funds:

- **Governmental funds** – Most of the District's basic services are included in governmental funds, which generally focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the District-wide statements, we provide additional information on a separate reconciliation page that explains the relationship (or differences) between them.
- **Fiduciary funds** – Fiduciary funds are used to account for resources held for the benefit of parties outside the District. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The District's fiduciary fund is an OPEB Trust Fund. The accounting used for fiduciary funds is much like that used for proprietary funds.

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2023

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net Position. The District's combined net position was higher on June 30, 2023, than it was the year before – increasing by \$90.5 million to \$87.9 million (See Table A-1).

Table A-1: Statement of Net Position

	Governmental Activities		Variance
	2023	2022	Increase (Decrease)
Assets			
Current assets	\$ 300,889,116	\$ 180,275,477	\$ 120,613,639
Capital assets	432,350,979	409,313,600	23,037,379
Total assets	<u>733,240,095</u>	<u>589,589,077</u>	<u>143,651,018</u>
Deferred outflows of resources	<u>102,790,710</u>	<u>82,034,690</u>	<u>20,756,020</u>
Liabilities			
Current liabilities	32,428,813	41,224,434	(8,795,621)
Long-term liabilities	631,799,748	517,198,810	114,600,938
Total liabilities	<u>664,228,561</u>	<u>558,423,244</u>	<u>105,805,317</u>
Deferred inflows of resources	<u>83,929,512</u>	<u>115,846,762</u>	<u>(31,917,250)</u>
Net position			
Net investment in capital assets	161,527,517	150,336,873	11,190,644
Restricted	117,348,872	64,376,656	52,972,216
Unrestricted	(191,003,657)	(217,359,768)	26,356,111
Total net position	<u>\$ 87,872,732</u>	<u>\$ (2,646,239)</u>	<u>\$ 90,518,971</u>

Changes in net position, governmental activities. The District's total revenues increased 24.0% to \$367.3 million (See Table A-2). The increase is due primarily to state one-time and capital grants.

The total cost of all programs and services increased 16.3% to \$276.7 million. The District's expenses are predominantly related to educating and caring for students, 80.5%. The purely administrative activities of the District accounted for just 6.0% of total costs. A significant contributor to the increase in costs was pension costs in connection with annual actuarial valuations.

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2023

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (continued)

Table A-2: Statement of Activities

	Governmental Activities		Variance
	2023	2022	Increase (Decrease)
Revenues			
Program Revenues:			
Charges for services	\$ 1,408,284	\$ 968,601	\$ 439,683
Operating grants and contributions	122,450,631	84,667,447	37,783,184
Capital grants and contributions	6,325,319	1,806,870	4,518,449
General Revenues:			
Property taxes	49,344,658	46,461,488	2,883,170
Federal and state aid not restricted	180,973,634	160,159,147	20,814,487
Other general revenues	6,754,821	2,006,198	4,748,623
Total Revenues	367,257,347	296,069,751	71,187,596
Expenses			
Instruction-related	179,767,871	152,502,622	27,265,249
Pupil services	42,887,445	39,326,225	3,561,220
Administration	16,561,116	13,285,492	3,275,624
Plant services	23,513,326	19,604,732	3,908,594
All other activities	14,008,618	13,213,365	795,253
Total Expenses	276,738,376	237,932,436	38,805,940
Increase (decrease) in net position	90,518,971	58,137,315	32,381,656
Net Position	\$ 87,872,732	\$ (2,646,239)	\$ 90,518,971

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. As the District completed this year, its governmental funds reported a combined fund balance of \$273.0 million, which is above last year's ending fund balance of \$142.9 million. The primary cause of the increased fund balance is building fund proceeds from 2022 Election Series A.

Table A-3: The District's Fund Balances

Fund	Fund Balances				
	July 1, 2022	Revenues	Expenditures	Other Sources and (Uses)	June 30, 2023
General Fund	\$ 83,396,683	\$ 329,670,273	\$ 271,870,897	\$ -	\$ 141,196,059
Student Activity Fund	220,754	185,302	198,271	-	207,785
Child Development Fund	630,867	2,177	819	-	632,225
Cafeteria Fund	6,126,448	13,900,048	10,056,869	-	9,969,627
Deferred Maintenance Fund	1,507,375	8,567,875	3,832,382	-	6,242,868
Building Fund	17,410,603	6,390,131	24,211,213	76,515,000	76,104,521
Capital Facilities Fund	7,841,160	1,355,288	719,648	-	8,476,800
County School Facilities Fund	9,897,125	1,641,768	132,478	-	11,406,415
Bond Interest and Redemption Fund	15,901,795	17,345,945	16,216,571	1,761,334	18,792,503
	\$ 142,932,810	\$ 379,058,807	\$ 327,239,148	\$ 78,276,334	\$ 273,028,803

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2023

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS (continued)

General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget several times. The major budget amendments fall into these categories

- Revenues – increased by \$86.9 million primarily to reflect federal and state budget actions.
- Salaries and benefits costs – increased \$11.9 million due to salary settlements.
- Other costs – increased approximately \$18.8 million to re-budget carryover funds and revise operational cost estimates.

While the District's final budget for the General Fund anticipated that revenues would exceed expenditures by about \$53.9 million, the actual results for the year show that revenues exceeded expenditures by roughly \$57.8 million. Actual revenues were \$1.5 million more than anticipated, and expenditures were \$2.4 million less than budgeted. This amount will be carried forward into the 2023-24 budget.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

By the end of 2022-23 the District had invested \$31.0 million in new capital assets. (More detailed information about capital assets can be found in Note 6 to the financial statements). Total depreciation expense for the year was approximately \$7.9 million.

Table A-4: Capital Assets at Year End, net of Depreciation

	Governmental Activities		Variance
	2023	2022	Increase (Decrease)
Land	\$ 39,089,804	\$ 36,289,804	\$ 2,800,000
Improvement of sites	17,876,622	15,976,218	1,900,404
Buildings	289,670,049	295,057,663	(5,387,614)
Equipment	4,290,827	3,879,623	411,204
Construction in progress	81,423,677	58,110,292	23,313,385
Total	<u>\$ 432,350,979</u>	<u>\$ 409,313,600</u>	<u>\$ 23,037,379</u>

Long-Term Debt

At year-end the District had \$631.8 million in long-term liabilities – an increase of 22.2 % from last year – as shown in Table A-5. (More detailed information about the District's long-term liabilities is presented in Notes 7-9 to the financial statements).

Table A-5: Outstanding Long-Term Debt at Year-End

	Governmental Activities		Variance
	2023	2022	Increase (Decrease)
General obligation bonds	\$ 350,990,163	\$ 290,048,291	\$ 60,941,872
Direct placement debt	10,099,000	-	10,099,000
Certificates of participation	7,759,772	7,937,045	(177,273)
Compensated absences	1,236,162	1,446,469	(210,307)
Early retirement incentive	-	807,001	(807,001)
Net pension liability	180,736,336	115,995,182	64,741,154
Other postemployment benefits	80,978,315	100,964,822	(19,986,507)
Total	<u>\$ 631,799,748</u>	<u>\$ 517,198,810</u>	<u>\$ 114,600,938</u>

OXNARD SCHOOL DISTRICT

*Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2023*

FACTORS BEARING ON THE DISTRICT'S FUTURE

State Budget

The Legislature passed an initial budget package on June 15, 2023. The Legislature's budget package adopted LAO estimates of local property tax revenues, which resulted in an increase to the Proposition 98 guarantee by \$2.1 billion across 2022-23 and 2023-24. The legislative package used this additional funding primarily to help maintain previously approved programs. Relative to the May Revision, the Legislature's budget package also: (1) reallocated projected unspent funds in child care and State Preschool programs to increase provider rates and reduce family fees beginning October 1, 2023; (2) included a slightly different mix of reductions as the Governor from climate change-related packages (although a similar overall level); (3) restored \$1 billion in 2023-24 in proposed General Fund reductions to transit capital funding and added flexibility to allow local agencies to use this funding for operations; (4) rejected the Governor's proposals to use General Fund cash to pay for certain capital outlay project costs, instead using lease revenue bond financing to pay for these costs; and (5) accelerated the time line to spend funds for MCO tax-related augmentations to around four years from eight to ten years. The Legislature passed an amended budget act and associated trailer bills on June 27, 2023 and June 29, 2023.

K-14 Education

Funds Modest Increase in School and Community College Funding

The Proposition 98 minimum guarantee depends upon various formulas that adjust for several factors, including changes in state General Fund revenue. For 2022-23, the guarantee is down \$3 billion (2.7 percent) compared with the estimates made in June 2022. The decrease in the guarantee is primarily attributable to lower General Fund revenue estimates, somewhat offset by higher local property tax revenue. For 2023-24, the guarantee increases by \$953 million (0.9 percent) relative to the revised 2022-23 level. For 2023-24, projected increases in property tax revenue offset declines associated with lower General Fund revenue estimates.

Increase in Required Reserve Deposits

In certain circumstances, the Constitution requires the state to deposit some of the available Proposition 98 funding into a statewide reserve account for schools and community colleges. Under the adopted budget plan, the state deposits a total of \$7.5 billion into this account across the 2021-22 through 2023-24 period—an increase of \$1.3 billion compared with the estimates made in June 2022. The higher required deposits are primarily due to revenue estimates from the administration that have capital gains accounting for a larger share of General Fund revenue over the period.

Provides Large COLA to School and Community College Districts

In addition to the required reserve deposits, the budget package has several ongoing and one-time increases. The largest ongoing augmentation is \$4.8 billion to provide an 8.22 percent COLA for K-12 and community college programs. In K-12, the budget also includes \$300 million ongoing targeted to low-income schools with relatively high rates of student mobility within the school year, as well as \$250 million one time for literacy coaches and reading specialists.

Budget Has Notable K-14 Structural Gap

The 2023-24 Proposition 98 spending level is not sufficient to fully fund all ongoing spending authorized in the budget package. To cover these costs, the budget package uses \$1.9 billion in one-time, prior-year funding to fund the primary school and community college funding formulas (\$1.6 billion for schools and \$290 million for California Community Colleges). Using one-time funds to cover ongoing costs creates a deficit in the Proposition 98 budget the following year.

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)

For the Fiscal Year Ended June 30, 2023

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

Funds School Facilities Grants

The 2022-23 budget package provided \$1.3 billion one-time non-Proposition 98 General Fund to cover the state share for new construction and modernization projects under the School Facility Program (SFP). The 2022-23 budget package also included intent language to provide an additional \$2.1 billion in 2023-24 and \$875 million in 2024-25. The budget provides about \$2 billion to the SFP in 2023-24, which is \$100 million less than the previously intended augmentation, and continues to assume an additional \$875 million will be provided in 2024-25. The budget also delays the intended \$550 million non-Proposition 98 General Fund increase to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program from 2023-24 to 2024-25.

All of these factors were considered in preparing the Oxnard School District budget for the 2023-24 fiscal year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional information contact the Assistant Superintendent of Budget and Fiscal Services, Oxnard School District, 1051 South A Street, Oxnard, California 93030 or at (805) 385-1501.

OXNARD SCHOOL DISTRICT*Statement of Net Position**June 30, 2023*

	Total Governmental Activities
ASSETS	
Deposits and investments	\$ 274,885,986
Accounts receivable	25,744,684
Stores inventories	258,446
Capital assets:	
Non-depreciable assets	120,513,481
Depreciable assets	409,062,713
Less accumulated depreciation	<u>(97,225,215)</u>
Total assets	<u>733,240,095</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred amounts on refunding	12,079,745
Deferred outflows related to OPEB	21,493,229
Deferred outflows related to pensions	<u>69,217,736</u>
Total deferred outflows of resources	<u>102,790,710</u>
LIABILITIES	
Accounts payable	24,977,902
Accrued interest payable	4,568,500
Unearned revenues	2,882,411
Noncurrent liabilities	
Due or payable within one year	8,969,872
Due in more than one year:	
Other than OPEB and pensions	361,115,225
Total OPEB liability	80,978,315
Net pension liability	<u>180,736,336</u>
Total liabilities	<u>664,228,561</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to OPEB	39,542,560
Deferred inflows related to pensions	<u>44,386,952</u>
Total deferred inflows of resources	<u>83,929,512</u>
NET POSITION	
Net investment in capital assets	161,527,517
Restricted for:	
Capital projects	19,883,215
Debt service	18,792,503
Student activity	207,785
Categorical programs	78,465,369
Unrestricted	<u>(191,003,657)</u>
Total net position	<u>\$ 87,872,732</u>

OXNARD SCHOOL DISTRICT
Statement of Activities
For the Fiscal Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position	
		Charges for Services	Operating Grants and Contributions		Capital Grants and Contributions
Governmental Activities					
Instructional Services:					
Instruction	\$ 152,539,691	\$ 200,568	\$ 60,582,417	\$ 6,325,319	\$ (85,431,387)
Instruction-Related Services:					
Supervision of instruction	10,896,485	24,087	9,038,726	-	(1,833,672)
Instructional library, media and technology	1,281,386	2	998,014	-	(283,370)
School site administration	15,050,309	420	2,514,683	-	(12,535,206)
Pupil Support Services:					
Home-to-school transportation	5,637,723	307	68,607	-	(5,568,809)
Food services	10,204,721	139,636	13,301,879	-	3,236,794
All other pupil services	27,045,001	50,033	5,697,079	-	(21,297,889)
General Administration:					
Data processing	3,363,041	-	16,348	-	(3,346,693)
All other general administration	13,198,075	7,536	8,086,746	-	(5,103,793)
Plant Services	23,513,326	4,198	20,602,990	-	(2,906,138)
Ancillary Services	198,271	83,628	101,674	-	(12,969)
Community Services	127,475	-	-	-	(127,475)
Interest on Long-term Debt	10,800,047	-	-	-	(10,800,047)
Other Outgo	2,882,825	897,869	1,441,468	-	(543,488)
Total governmental activities	\$ 276,738,376	\$ 1,408,284	\$ 122,450,631	\$ 6,325,319	(146,554,142)
General Revenues:					
Property taxes					49,344,658
Federal and state aid not restricted to specific purposes					180,973,634
Interest and investment earnings					2,630,027
Miscellaneous					4,124,794
Total general revenues					237,073,113
Change in net position					90,518,971
Net position - July 1, 2022					(2,646,239)
Net position - June 30, 2023					\$ 87,872,732

OXNARD SCHOOL DISTRICT
Balance Sheet – Governmental Funds
June 30, 2023

	General Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
ASSETS				
Deposits and investments	\$ 143,658,224	\$ 76,946,529	\$ 54,281,233	\$ 274,885,986
Accounts receivable	21,900,118	843,355	3,001,211	25,744,684
Due from other funds	301,448	-	54,866	356,314
Inventories	219,779	-	38,667	258,446
Total Assets	\$ 166,079,569	\$ 77,789,884	\$ 57,375,977	\$ 301,245,430
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 22,919,212	\$ 1,685,363	\$ 373,327	\$ 24,977,902
Due to other funds	54,866	-	301,448	356,314
Unearned revenue	1,909,432	-	972,979	2,882,411
Total Liabilities	24,883,510	1,685,363	1,647,754	28,216,627
Fund Balances				
Nonspendable	239,779	-	38,873	278,652
Restricted	67,863,517	76,104,521	49,446,482	193,414,520
Committed	-	-	6,242,868	6,242,868
Assigned	45,906,919	-	-	45,906,919
Unassigned	27,185,844	-	-	27,185,844
Total Fund Balances	141,196,059	76,104,521	55,728,223	273,028,803
Total Liabilities and Fund Balances	\$ 166,079,569	\$ 77,789,884	\$ 57,375,977	\$ 301,245,430

OXNARD SCHOOL DISTRICT

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position June 30, 2023

Total fund balances - governmental funds			\$ 273,028,803
Amounts reported for governmental activities in the statement of net position are different because capital assets used for governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is \$529,576,194 and the accumulated depreciation is (\$97,225,215).			432,350,979
In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period was:			(4,568,500)
In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:			
	Certificates of participation payable	7,759,772	
	Compensated absences payable	1,236,162	
	Other postemployment benefits	80,978,315	
	General obligation bonds payable	350,990,163	
	Private placement debt	10,099,000	
	Net pension liability	<u>180,736,336</u>	(631,799,748)
Deferred amounts on refunding represent amounts paid to an escrow agent in excess of the outstanding debt at the time of the payment for refunded bonds which have been defeased. In the government-wide statements it is recognized as a deferred outflow of resources. The remaining deferred amounts on refunding at the end of the period were:			12,079,745
In governmental funds, deferred outflows and inflows of resources relating to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to OPEB for the period were:			
	Deferred outflows of resources	21,493,229	
	Deferred inflows of resources	<u>(39,542,560)</u>	(18,049,331)
In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to pensions for the period were:			
	Deferred outflows of resources	69,217,736	
	Deferred inflows of resources	<u>(44,386,952)</u>	<u>24,830,784</u>
Total net position - governmental activities			<u>\$ 87,872,732</u>

OXNARD SCHOOL DISTRICT

*Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds
For the Fiscal Year Ended June 30, 2023*

	General Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
REVENUES				
LCFF sources	\$ 198,164,710	\$ -	\$ 8,500,000	\$ 206,664,710
Federal sources	26,940,319	-	9,896,210	36,836,529
Other state sources	84,187,768	6,040,697	5,349,971	95,578,436
Other local sources	20,377,476	349,434	19,252,222	39,979,132
Total Revenues	329,670,273	6,390,131	42,998,403	379,058,807
EXPENDITURES				
Current:				
Instruction	164,421,161	-	819	164,421,980
Instruction-Related Services:				
Supervision of instruction	11,624,241	-	-	11,624,241
Instructional library, media and technology	1,186,680	-	-	1,186,680
School site administration	15,983,621	-	-	15,983,621
Pupil Support Services:				
Home-to-school transportation	5,617,351	-	-	5,617,351
Food services	497,360	-	9,741,991	10,239,351
All other pupil services	29,549,742	-	-	29,549,742
Ancillary services	-	-	198,271	198,271
Community Services	52,275	-	-	52,275
General Administration Services:				
Data processing services	3,179,534	-	-	3,179,534
Other general administration	13,328,661	-	16,392	13,345,053
Plant Services	20,267,113	-	383,101	20,650,214
Transfer of Indirect Costs	(284,804)	-	284,804	-
Capital Outlay	4,273,989	23,502,361	3,739,637	31,515,987
Intergovernmental Transfers	2,173,973	-	-	2,173,973
Debt Service:				
Issuance costs	-	708,852	150,000	858,852
Principal	-	-	7,543,412	7,543,412
Interest	-	-	9,098,611	9,098,611
Total Expenditures	271,870,897	24,211,213	31,157,038	327,239,148
Excess (Deficiency) of Revenues Over (Under) Expenditures	57,799,376	(17,821,082)	11,841,365	51,819,659
OTHER FINANCING SOURCES (USES)				
Issuance of debt - general obligation bonds	-	76,515,000	-	76,515,000
Issuance of debt - general obligation refunding bonds	-	-	10,618,000	10,618,000
Premiums on issuance of debt	-	-	1,611,334	1,611,334
Other financing uses	-	-	(1,434)	(1,434)
Transfer to escrow agent for defeased debt	-	-	(10,466,566)	(10,466,566)
Total Other Financing Sources and Uses	-	76,515,000	1,761,334	78,276,334
Net Change in Fund Balances	57,799,376	58,693,918	13,602,699	130,095,993
Fund Balances, July 1, 2022	83,396,683	17,410,603	42,125,524	142,932,810
Fund Balances, June 30, 2023	<u>\$ 141,196,059</u>	<u>\$ 76,104,521</u>	<u>\$ 55,728,223</u>	<u>\$ 273,028,803</u>

OXNARD SCHOOL DISTRICT

*Reconciliation of the Governmental Funds Statement of Revenues, Expenditures,
and Changes in Fund Balances to the Statement of Activities
For the Fiscal Year Ended June 30, 2023*

Total net change in fund balances - governmental funds \$ 130,095,993

Amounts reported for governmental *activities* in the statement of activities are different because:

Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:

	30,974,158	
Expenditures for capital outlay		
Depreciation expense	<u>(7,936,779)</u>	23,037,379

In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reduction of liabilities. Expenditures for repayment of the principal portion of long-term debt were: 17,838,412

In governmental funds, proceeds from debt are recognized as other financing sources. In the government-wide statements, proceeds from debt are reported as an increase to liabilities. Amounts recognized in the governmental funds as proceeds from debt net of premiums were: (88,744,334)

The amounts paid to the refunded bond escrow agent in excess of the refunded bond at the time of payment are recorded as deferred amounts on the refunding and are amortized over the life of the liability. Deferred amounts on refunding exceeded the amount amortized during the year by: (734,027)

In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was: (686,733)

In the statement of activities, compensated absences are measured by the amounts *earned* during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually *paid*). This year, vacation leave earned was less than the amounts paid by: 210,307

In governmental funds, accreted interest on capital appreciation bonds is not recorded as an expenditure from current resources. In the government-wide statement of activities, however, this is recorded as interest expense for the period. (1,056,973)

In governmental funds, if debt is issued at a premium or discount, the premium or discount is recognized as an other financing source or an other financing use in the period it is incurred. In the government-wide statements, the premium is amortized as interest over the life of the debt. Net amortization of premium or discount for the period is: 1,099,296

In the government-wide statements, expenses must be accrued in connections with any liabilities incurred during the period that are not expected to be liquidated with current financial resources, in addition to compensated absences and long-term debt. Examples include special termination benefits such as early retirement incentives financed over time. This year, expenses for such obligations were: 807,001

In governmental funds, OPEB expenses are recognized when employer contributions are made. In the statement of activities, OPEB expenses are recognized on the accrual basis. This year, the difference between OPEB expenses and actual employer OPEB contributions was: (2,133,083)

In government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was: 10,785,733

Change in net position of governmental activities \$ 90,518,971

OXNARD SCHOOL DISTRICT
Statement of Fiduciary Net Position
June 30, 2023

	Trust Fund
	<u>Retiree Benefits Fund</u>
Assets	
Deposits and investments	\$ 4,703,072
Accounts receivable	<u>6,434,185</u>
Total Assets	<u>11,137,257</u>
Net Position	
Restricted for postemployment benefits	<u><u>\$ 11,137,257</u></u>

OXNARD SCHOOL DISTRICT
Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended June 30, 2023

	Trust Fund
	Retiree Benefits Fund
ADDITIONS	
Interest	\$ 113,281
In-district contributions	3,670,828
Total Additions	<u>3,784,109</u>
DEDUCTIONS	
Operating expenditures	<u>3,009,140</u>
Total Deductions	<u>3,009,140</u>
Net Increase (Decrease)	774,969
Net position - July 1, 2022	<u>10,362,288</u>
Net position - June 30, 2023	<u><u>\$ 11,137,257</u></u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Oxnard School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

A. Reporting Entity

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, and agencies that are not legally separate from the District. For the District, this includes general operations, food service, and student-related activities of the District.

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District, in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

The District has identified no organizations that are required to be reported as component units.

B. Basis of Presentation, Basis of Accounting

1. Basis of Presentation

District-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the primary government (the District). These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements

The fund financial statements provide information about the District's funds, including its fiduciary funds. Separate statements for each fund category - *governmental* and *fiduciary* - are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

Major Governmental Funds

The District reports the following major governmental funds:

General Fund: This is the chief operating fund for the District. It is used to account for the ordinary operations of the District. All transactions except those accounted for in another fund are accounted for in this fund.

Building Fund: This fund exists primarily to account separately for proceeds from the sale of bonds (*Education Code* Section 15146) and may not be used for any purposes other than those for which the bonds were issued.

Non-Major Governmental Funds

The District maintains the following non-major governmental funds:

Special Revenue Funds: Special revenue funds are established to account for the proceeds from specific revenue sources (other than trusts, major capital projects, or debt service) that are restricted or committed to the financing of particular activities, that compose a substantial portion of the inflows of the fund, and that are reasonably expected to continue. Additional resources that are restricted, committed, or assigned to the purpose of the fund may also be reported in the fund.

Student Activity Fund: The District maintains a separate fund for each school that operates an ASB fund, whether it is organized or not.

Child Development Fund: This fund is used to account separately for federal, state, and local revenues to operate child development programs.

Cafeteria Fund: This fund is used to account separately for federal, state, and local resources to operate the food service program (*Education Code* Sections 38090 and 38093).

Deferred Maintenance Fund: This fund is used to account separately for revenues that are restricted or committed for deferred maintenance purposes (*Education Code* Section 17582).

Capital Projects Funds: Capital projects funds are established to account for financial resources to be used for the acquisition or construction of major capital facilities and other capital assets (other than those financed by proprietary funds and trust funds).

Capital Facilities Fund: This fund is used to primarily account separately for moneys received from fees levied on development projects as a condition of approval (*Education Code* sections 17620-17626 and *Government Code* Section 65995 et seq.).

County School Facilities Fund: This fund is used primarily to account for new school facility construction, modernization projects, and facility hardship grants, as provided in the Leroy F. Greene School Facilities Act of 1998 (*Education Code* Section 17070.10 et seq.).

Debt Service Funds:

Bond Interest and Redemption Fund: This fund is used for the repayment of bonds issued for the District (*Education Code* Sections 15125-15262).

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

Non-Major Governmental Funds (continued)

Fiduciary Funds

Fiduciary funds are used to account for assets held in a trustee or custodial capacity for others that cannot be used to support the District’s own programs. The key distinction between trust and custodial funds is that trust funds are subject to a trust agreement that affects the degree of management involvement and the length of time that the resources are held. The District maintains the following fiduciary funds:

Retiree Benefit Fund: This fund exists to account separately for amounts held in trust from salary reduction agreements, other irrevocable contributions for employees’ retirement benefit payments, or both.

2. Measurement Focus, Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resource or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The District-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities for the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

As a general rule the effect of interfund activity has been eliminated from the District-wide financial statements. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

3. Revenues - Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to state-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

3. Revenues - Exchange and Non-Exchange Transactions (continued)

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

C. Budgetary Data

The budgetary process is prescribed by provisions of the California *Education Code* and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For budget purposes, on behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position

1. Cash and Cash Equivalents

The District considers cash and cash equivalents to be cash on hand and demand deposits. In addition, because the Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a cash equivalent.

2. Inventories and Prepaid Items

Inventories are valued at cost using the first-in/first-out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

3. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Description	Estimated Lives
Buildings and Improvements	25-40 years
Land Improvements	14-30 years
Furniture and Equipment	5-15 years

4. Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

Certain grants received that have not met eligibility requirements are recorded as unearned revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as unearned revenue.

5. Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time.

6. Compensated Absences

The liability for compensated absences reported in the District-wide statements consists of unpaid, accumulated annual and vacation leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

7. Leases

Lessee:

At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Lessor:

At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the District determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The District uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The District monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

8. Subscription-Based Information Technology Arrangements

A SBITA is defined as a contract that conveys control of the right to use another party's information technology software, alone or in combination with tangible capital assets, as specified in the contract for a period of time in an exchange or exchange-like transaction.

The subscription term includes the period during which the District has a noncancellable right to use the underlying IT assets. The subscription term also includes periods covered by an option to extend or to terminate.

The District recognizes a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability. The District recognizes the subscription liability at the commencement of the subscription term, which is when the subscription asset is placed into service. The subscription liability is measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments are discounted using the interest rate the SBITA vendor charges the District which may be implicit, or the District's incremental borrowing rate if the interest rate is not readily determinable. The District recognizes amortization of the discount on the subscription liability as an outflow of resources (for example, interest expense) in subsequent financial reporting periods.

9. Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District Plan and CalSTRS Medicare Premium Payment (MPP) Program and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plans. For this purpose, the Plans recognize benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

10. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California State Teachers Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) plans and addition to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

11. Fund Balances

The fund balance for Governmental Funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

11. Fund Balances (continued)

Restricted: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

Committed: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

Assigned: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

Unassigned: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

12. Net Position

Net position is classified into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- **Net investment in capital assets** - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- **Restricted** - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of "net investment in capital assets" or "restricted".

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Minimum Fund Balance Policy

The District has adopted a formal minimum fund balance policy, as recommended by GASB Statement No. 54; the District follows the guidelines recommended in the Criteria and Standards of Assembly Bill (AB) 1200, which recommend a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than three percent of total General Fund expenditures and other financing uses.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed unless the governing board has provided otherwise in its commitment or assignment actions.

G. Property Tax Calendar

The County is responsible for the assessment, collection, and apportionment of property taxes for all jurisdictions including the schools and special districts within the County. The Board of Supervisors levies property taxes as of September 1 on property values assessed on July 1. Secured property tax payments are due in two equal installments. The first is generally due November 1 and is delinquent with penalties on December 10, and the second is generally due on February 1 and is delinquent with penalties on April 10. Secured property taxes become a lien on the property on January 1.

H. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reported period. Actual results could differ from those estimates.

NOTE 2 – DEPOSITS AND INVESTMENTS

Deposits and investments as of June 30, 2023 are classified in the accompanying financial statements as follows:

Governmental funds/activities	\$ 274,885,986
Fiduciary funds	<u>4,703,072</u>
Total deposits and investments	<u><u>\$ 279,589,058</u></u>

Deposits and investments as of June 30, 2023 consist of the following:

Cash on hand and in banks	\$ 207,786
Cash collections awaiting deposit	168,340
Cash in revolving fund	20,206
Investments	<u>279,192,726</u>
Total deposits and investments	<u><u>\$ 279,589,058</u></u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

Pooled Funds

In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the interest-bearing Ventura County Treasurer’s Pooled Investment Fund. The District is considered to be an involuntary participant in an external investment pool. The fair value of the District’s investment in the pool is reported in the financial statements at amounts based upon the District’s pro-rata share of the fair value provided by the Ventura County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the Ventura County Treasurer, which is recorded on the amortized basis.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District’s deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. Cash balances held in banks are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC) and are collateralized by the respective financial institutions. In addition, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit).

The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits.

As of June 30, 2023, \$3,217,273 of the District's bank balance was exposed to custodial credit risk because it was uninsured and collateralized with securities held by the pledging financial institution's trust department or agency, but not in the name of the District.

Investments - Interest Rate Risk

The District's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District's investment policy limits investment purchases to investments with a term not to exceed three years. Investments purchased with maturity terms greater than three years require approval by the Board of Education. Investments purchased with maturities greater than one year require written approval by the Superintendent prior to commitment.

Maturities of investments held at June 30, 2023, consisted of the following:

	Fair Value	Maturity		Fair Value Measurement	Rating
		Less Than One Year	One Year Through Five Years		
Investment maturities:					
Cash in county treasury	\$ 279,185,953	\$ 279,185,953	-	uncategorized	N/A
First American Government Obligation Fund	6,773	6,773	-	Level 1	AAA
Total	<u>\$ 279,192,726</u>	<u>\$ 279,192,726</u>	<u>\$ -</u>		

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

Investments - Credit Risk

The District's investment policy limits investment choices to obligations of local, state and federal agencies, commercial paper, certificates of deposit, repurchase agreements, corporate notes, banker acceptances, and other securities allowed by State Government Code Section 53600. At June 30, 2023, all investments represented governmental securities which were issued, registered and held by the District's agent in the District's name.

Investments - Concentration of Credit Risk

The District does not place limits on the amount it may invest in any one issuer. At June 30, 2023, the District had the following investment that represents more than five percent of the District's net investments, excluding cash in the county treasury.

First American Government Obligation Fund	100%
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Fair Value Measurements

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value.

The following provides a summary of the hierarchy used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2023, consisted of the following:

	General Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds	Retiree Benefits Fund
Federal Government:					
Categorical aid programs	\$ 7,597,463	\$ -	\$ -	\$ 7,597,463	\$ -
Special education	6,573,795	-	-	6,573,795	-
Child nutrition	-	-	1,759,182	1,759,182	-
State Government:					
Special education	1,327,209	-	-	1,327,209	-
Child nutrition	-	-	575,724	575,724	-
Lottery	850,845	-	-	850,845	-
Categorical aid programs	1,242,468	-	-	1,242,468	-
Local:					
Interest	1,844,872	843,355	626,055	3,314,282	68,502
Other local	2,463,466	-	40,250	2,503,716	6,365,683
Totals	<u>\$ 21,900,118</u>	<u>\$ 843,355</u>	<u>\$ 3,001,211</u>	<u>\$ 25,744,684</u>	<u>\$ 6,434,185</u>

NOTE 4 – INTERFUND ACTIVITIES

Balances Due To/From Other Funds

Balances due/to other funds at June 30, 2023, consisted of the following:

	Due from Other Funds		
	General Fund	Non Major Fund	Total Governmental Funds
General Fund	\$ -	\$ 54,866	\$ 54,866
Non-Major Governmental Funds	301,448	-	301,448
Totals	<u>\$ 301,448</u>	<u>\$ 54,866</u>	<u>\$ 356,314</u>

General Fund due to Child Development Fund for payroll and indirect costs	\$ 54,866
Deferred Maintenance Fund due to General Fund for miscellaneous costs	252
Cafeteria Fund due to General Fund for indirect costs and publication charges	284,804
Capital Facilities Fund due to General Fund for fees	16,392
Total	<u>\$ 356,314</u>

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2023

NOTE 5 – FUND BALANCES

At June 30, 2023, fund balances of the District’s governmental funds were classified as follows:

	General Fund	Building Fund	Non-Major Governmental Funds	Total
Nonspendable:				
Revolving cash	\$ 20,000	\$ -	\$ 206	\$ 20,206
Stores inventories	219,779	-	38,667	258,446
Total Nonspendable	<u>239,779</u>	<u>-</u>	<u>38,873</u>	<u>278,652</u>
Restricted:				
Categorical programs	67,863,517	-	632,225	68,495,742
Student activities	-	-	207,785	207,785
Food service	-	-	9,930,754	9,930,754
Capital projects	-	76,104,521	19,883,215	95,987,736
Debt service	-	-	18,792,503	18,792,503
Total Restricted	<u>67,863,517</u>	<u>76,104,521</u>	<u>49,446,482</u>	<u>193,414,520</u>
Committed:				
Deferred maintenance program	-	-	6,242,868	6,242,868
Total Committed	<u>-</u>	<u>-</u>	<u>6,242,868</u>	<u>6,242,868</u>
Assigned:				
Technology device refresh	3,000,000	-	-	3,000,000
Instructional materials adoption	2,000,000	-	-	2,000,000
Building maintenance one-time fund	1,564,000	-	-	1,564,000
Bus Replacement	1,000,000	-	-	1,000,000
Financial stability reserve	38,342,919	-	-	38,342,919
Total Assigned	<u>45,906,919</u>	<u>-</u>	<u>-</u>	<u>45,906,919</u>
Unassigned:				
Reserve for economic uncertainties	27,185,844	-	-	27,185,844
Total Unassigned	<u>27,185,844</u>	<u>-</u>	<u>-</u>	<u>27,185,844</u>
Total	<u>\$ 141,196,059</u>	<u>\$ 76,104,521</u>	<u>\$ 55,728,223</u>	<u>\$ 273,028,803</u>

NOTE 6 – CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended June 30, 2023, was as follows:

	Balance, July 1, 2022	Additions	Retirements	Balance, June 30, 2023
Capital assets not being depreciated:				
Land	\$ 36,289,804	\$ 2,800,000	\$ -	\$ 39,089,804
Construction in progress	58,110,292	23,313,385	-	81,423,677
Total capital assets not being depreciated	<u>94,400,096</u>	<u>26,113,385</u>	<u>-</u>	<u>120,513,481</u>
Capital assets being depreciated:				
Improvement of sites	31,312,568	2,649,553	-	33,962,121
Buildings	360,963,731	1,418,012	-	362,381,743
Equipment	11,944,728	793,208	19,087	12,718,849
Total capital assets being depreciated	<u>404,221,027</u>	<u>4,860,773</u>	<u>19,087</u>	<u>409,062,713</u>
Accumulated depreciation for:				
Improvement of sites	(15,336,350)	(749,149)	-	(16,085,499)
Buildings	(65,906,068)	(6,805,626)	-	(72,711,694)
Equipment	(8,065,105)	(382,004)	(19,087)	(8,428,022)
Total accumulated depreciation	<u>(89,307,523)</u>	<u>(7,936,779)</u>	<u>(19,087)</u>	<u>(97,225,215)</u>
Total capital assets being depreciated, net	<u>314,913,504</u>	<u>(3,076,006)</u>	<u>-</u>	<u>311,837,498</u>
Governmental activity capital assets, net	<u>\$ 409,313,600</u>	<u>\$ 23,037,379</u>	<u>\$ -</u>	<u>\$ 432,350,979</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 6 – CAPITAL ASSETS AND DEPRECIATION (continued)

Depreciation expense is allocated to the following functions in the Statement of Activities:

Instruction	\$ 4,371,212
Instructional Supervision and Administration	159,686
Instructional Library, Media and Technology	78,966
School Site Administration	385,866
Home-to-School Transportation	78,966
Food Services	317,621
All other Pupil Services	159,687
Community Services	78,966
All Other General Administration	238,654
Centralized Data Processing	78,966
Plant Services	<u>1,988,189</u>
Total	<u>\$ 7,936,779</u>

NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS

Changes in long-term debt for the year ended June 30, 2023, were as follows:

	Balance, July 1, 2022	Additions	Deductions	Balance, June 30, 2023	Amount Due Within One Year
General Obligation Bonds:					
Principal repayments	\$ 270,584,228	\$ 76,515,000	\$ 17,139,412	\$ 329,959,816	\$ 7,389,480
Accreted interest component	8,784,234	1,072,561	15,588	9,841,207	10,520
Unamortized issuance premium	10,748,713	1,611,334	1,109,176	11,250,871	837,611
Unamortized issuance discount	(68,884)	-	(7,153)	(61,731)	(3,011)
Direct placement debt:					
General obligation bonds	-	10,618,000	519,000	10,099,000	548,000
Total - Bonds	<u>290,048,291</u>	<u>89,816,895</u>	<u>18,776,023</u>	<u>361,089,163</u>	<u>8,782,600</u>
Certificates of Participation					
Principal repayments	8,000,000	-	180,000	7,820,000	190,000
Unamortized issuance discount	(62,955)	-	(2,727)	(60,228)	(2,728)
Total - Certificates of Participation	<u>7,937,045</u>	<u>-</u>	<u>177,273</u>	<u>7,759,772</u>	<u>187,272</u>
Compensated Absences	1,446,469	-	210,307	1,236,162	-
Early retirement incentive	807,001	-	807,001	-	-
Totals	<u>\$ 300,238,806</u>	<u>\$ 89,816,895</u>	<u>\$ 19,970,604</u>	<u>\$ 370,085,097</u>	<u>\$ 8,969,872</u>

Payments for general obligation bonds are made by the Bond Interest and Redemption Fund. Certificates of participation payments will be made by the Capital Facilities Funds and the Building Fund. Accumulated vacation, retirement incentives, other postemployment benefits, and net pension liabilities will be paid for by the fund for which the employee worked.

A. General Obligation Bonds

General Obligation Bonds - Measure M6

On November 7, 2006, the District received authorization to issue \$64 million in general obligation bonds. The Bonds were authorized in order to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)

A. General Obligation Bonds (continued)

General Obligation Bonds - Measure R

Bonds were authorized at an election of the registered voters of the District held on November 6, 2012 at which more than 55 percent of the voters authorized the issuance and sale of general obligation bonds not to exceed \$90 million. The bonds are general obligations of the District. The bonds will be issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Election 2016 – Measure D

On November 8, 2016, the voters of the District approved Measure D authorizing the District to issue up to \$142.5 million general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities.

Prior-Year Defeasance of Debt

In prior years, the District defeased certain general obligation bonds by placing the proceeds of new refunding bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the District's financial statements. At June 30, 2023, \$70,435,000 of the defeased bonds remain outstanding. Deferred amounts on prior refunding's at June 30, 2023 are \$12,079,745.

The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest and principal of the bonds.

A summary of the District's outstanding general obligation bonds is below:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2022	Additions	Redeemed During Year	Advanced Refunded During Year	Outstanding, June 30, 2023	
Measure M6 (2006)										
Series B	3.0% to 5.74%	7/11/2008	7/1/2033	\$ 31,997,467	\$ 7,077,467	\$ -	\$ -	\$ -	\$ 7,077,467	
Measure R (2012)										
Series A	2.0% to 5.0%	12/27/2012	8/1/2043	18,390,000	10,580,000	-	195,000	9,930,000	455,000	
Series B	3.375% to 5.0%	5/30/2013	8/1/2043	25,500,000	1,170,000	-	140,000	-	1,030,000	
Series C	3.625% to 5.75%	11/5/2014	8/1/2044	15,750,000	2,025,000	-	-	-	2,025,000	
Series D	2.0% to 5.25%	8/4/2015	8/1/2040	30,360,000	4,020,000	-	230,000	-	3,790,000	
Measure D (2016)										
Series A	3.5% to 5.0%	3/30/2018	8/1/2046	81,000,000	81,000,000	-	-	-	81,000,000	
Series B	3.0 to 5.0%	3/29/2019	8/1/2041	13,996,626	12,931,626	-	149,412	-	12,782,214	
Series C	3.0 to 4.0%	12/15/2020	8/1/2050	10,995,135	10,995,135	-	-	-	10,995,135	
Measure I (2022)										
Series A	4.0 to 5.0%	3/30/2023	8/1/2053	76,151,000	-	76,515,000	-	-	76,515,000	
Refunding Issues										
2001 Ref., Ser. A	3.9% to 5.75%	8/15/2001	8/1/2030	20,920,000	95,000	-	95,000	-	-	
2011 Ref.	2.0% to 5.0%	7/14/2011	8/1/2027	7,275,000	30,000	-	30,000	-	-	
2012 Ref.	2.0% to 5.0%	7/2/2012	8/1/2033	12,240,000	1,080,000	-	340,000	365,000	375,000	
2014 Ref.	4.0% to 5.0%	6/19/2014	8/1/2027	11,835,000	5,425,000	-	990,000	-	4,435,000	
2015 Ref.	2.0% to 5.0%	5/6/2015	8/1/2036	14,305,000	8,025,000	-	-	-	8,025,000	
2016 Ref.	1.25% to 4.0%	9/27/2016	8/1/2026	16,360,000	11,100,000	-	1,865,000	-	9,235,000	
2019 Ref.	1.86% to 3.5%	12/5/2019	8/1/2043	27,215,000	25,960,000	-	190,000	-	25,770,000	
2020 Ref.	0.407%-2.757%	9/3/2020	8/1/2044	90,775,000	89,070,000	-	2,620,000	-	86,450,000	
					<u>\$ 270,584,228</u>	<u>\$ 76,515,000</u>	<u>\$ 6,844,412</u>	<u>\$ 10,295,000</u>	<u>\$ 329,959,816</u>	
Accreted Interest:										
					2006, Ser.B	8,175,223	887,289	-	-	9,062,512
					2016, Ser. B.	588,892	166,895	15,588	-	740,199
					2016, Ser. C	20,119	18,377	-	-	38,496
						<u>\$ 8,784,234</u>	<u>\$ 1,072,561</u>	<u>\$ 15,588</u>	<u>\$ -</u>	<u>\$ 9,841,207</u>

OXNARD SCHOOL DISTRICT*Notes to Financial Statements**June 30, 2023***NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)****A. General Obligation Bonds (continued)**

The annual requirements to amortize general obligation bonds outstanding as of June 30, 2023, are as follows:

Fiscal Year	Principal	Interest	Total
2023-2024	\$ 7,389,480	\$ 11,141,387	\$ 18,530,867
2024-2025	8,181,024	11,524,992	19,706,016
2025-2026	10,472,910	11,252,934	21,725,844
2026-2027	11,678,030	10,905,576	22,583,606
2027-2028	10,957,953	12,616,461	23,574,414
2028-2033	46,899,664	61,792,678	108,692,342
2033-2038	55,423,158	45,125,069	100,548,227
2038-2043	62,937,463	31,042,084	93,979,547
2043-2048	68,490,134	17,120,635	85,610,769
2048-2053	39,920,000	5,659,281	45,579,281
2053-2054	7,610,000	161,713	7,771,713
Total	<u>\$ 329,959,816</u>	<u>\$ 218,342,810</u>	<u>\$ 548,302,626</u>

B. Direct Placement Debt**General Obligation Bonds**

The District issued direct placement General Obligation bonds in the amount of \$10,618,000 through an offer from First Foundation Bank. The proceeds were used to refund a portion of 2012 Election Series A and 1997 Election 2012 Refunding bonds. The bonds bear an interest rate of 2.75%, with maturities from August 1, 2022 through August 1, 2043. The net present value of savings is \$647,106.

The annual requirement to amortize the debt as of June 30, 2023 is as follows:

Fiscal Year	Principal	Interest	Total
2023-2024	\$ 548,000	\$ 274,230	\$ 822,230
2024-2025	190,000	261,649	451,649
2025-2026	35,000	257,180	292,180
2026-2027	37,000	256,197	293,197
2027-2028	192,000	254,121	446,121
2028-2033	2,346,000	1,108,449	3,454,449
2033-2038	884,000	911,480	1,795,480
2038-2043	5,324,000	472,168	5,796,168
2043-2044	543,000	11,206	554,206
	<u>\$ 10,099,000</u>	<u>\$ 3,806,680</u>	<u>\$ 13,905,680</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)

C. Certificates of Participation

2016 Certificates of Participation

On April 7, 2016, the District issued \$8,000,000 of Certificates of Participation through the Public Property Financing Corporation of California. The certificates bear an initial interest rate of 2.00% with a 5.00% step-up interest rate that commences August 1, 2021. The certificates were issued as term certificates due August 1, 2045, with annual mandatory sinking fund payments due on August 1 of each year beginning in 2022 until maturity. The proceeds of the certificates are being used to finance the acquisition and improvement of real property for use by the District as educational facilities. At June 30, 2023, the principal balance outstanding was \$7,820,000.

The annual requirements to amortize all outstanding certificates are as follows:

Fiscal Year	Principal	Interest	Total
2023-2024	\$ 190,000	\$ 386,250	\$ 576,250
2024-2025	200,000	376,500	576,500
2025-2026	210,000	366,250	576,250
2026-2027	220,000	355,500	575,500
2027-2028	230,000	344,250	574,250
2028-2033	1,335,000	1,532,375	2,867,375
2033-2038	1,700,000	1,154,750	2,854,750
2038-2043	2,160,000	620,500	2,780,500
2043-2046	1,575,000	174,625	1,749,625
Total	<u>\$ 7,820,000</u>	<u>\$ 5,311,000</u>	<u>\$ 13,131,000</u>

D. Early Retirement Incentive

The District has established a supplemental early retirement incentive program (SERP) whereby certain qualified employees may retire early and receive a portion of their salary paid out as an annuity. At June 30, 2023, the amount has been paid in full.

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB)

For the fiscal year ended June 30, 2023, the District reported net OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense for the following plans:

Pension Plan	Net OPEB Liability (Asset)	Deferred Outflows of Resources	Deferred Inflows of Resources	OPEB Expense
District Plan	\$ 80,265,504	\$ 21,493,229	\$ 39,542,560	\$ 6,081,415
MPP Program	712,811	-	-	(171,674)
Total	<u>\$ 80,978,315</u>	<u>\$ 21,493,229</u>	<u>\$ 39,542,560</u>	<u>\$ 5,909,741</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

The details of each plan are as follows:

District Plan

Plan Description

Oxnard School District’s single-employer defined benefit provides post-employment benefits other than pensions (OPEB) to employees who meet certain criteria. The District provides post-employment healthcare benefits to eligible retirees and their covered eligible dependents and pays a portion of the cost. All active employees who retire directly from the District and meet the eligibility criteria may participate.

Benefits Provided

The postretirement health plans and the District’s obligation vary by employee group as described below.

	OEA	CSEA	Management	OSSA
Benefit Types Provided	Medical, dental, and vision	Medical, dental, and vision	Medical, dental, and vision	Medical, dental, and vision
Duration of Benefits	To age 69	To Age 65 ⁽¹⁾	To age 69	To age 65 ⁽¹⁾
Required Service	8 years ⁽²⁾	15 years ⁽³⁾	8 years ⁽²⁾	8 years ⁽²⁾
Minimum Age	55	55	55	55
Dependent Coverage	No ⁽⁴⁾	Yes	Yes	No ⁽⁴⁾
District Contribution %	100%	100%	100%	100%
District Cap	None	Premium rate at retirement ⁽⁵⁾	None	None

⁽¹⁾To age 69 if hired before 8/1/05 for CSEA and 7/1/06 for OSSA

⁽²⁾This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools

⁽³⁾For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools

⁽⁴⁾Contract language allows “employee-only” premium. District currently pays a composite rate that includes dependents.

⁽⁵⁾Affects CSEA members who were employed on or after 8/1/05

The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

Employees Covered by Benefit Terms

At June 30, 2023, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	230
Active employees	1,010
Total	<u>1,240</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

District Plan (continued)

Total OPEB Liability

The District's total OPEB liability of \$80,265,504 was measured as of June 30, 2023 and was determined by an actuarial valuation as of June 30, 2023.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Valuation Date	June 30, 2023
Inflation	2.50%
Salary increases	2.75%
Healthcare cost trend rates	4.00% per year

Contributions to the plan are not actuarially determined.

Discount Rate

The discount rate used to measure the total OPEB liability was 3.65 percent. The projection of cash flows used to determine the discount rate assumed that District contributions will be made at rates equal to the actuarially determined contribution rates.

Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

The discount rate in the prior valuation was 3.54 percent.

Mortality Rates

Following are the tables the mortality assumptions are based upon.

2009 CalSTRS Mortality

The mortality assumptions are based on the 2009 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

2009 CalPERS Retiree and Active Mortality for Miscellaneous Employees

The mortality assumptions are based on the 2009 CalPERS Retiree and Active Mortality for Miscellaneous Employees tables created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Following are the tables the retirement and turnover assumptions are based upon.

2009 CalSTRS Retirement Rates

The retirement assumptions are based on the 2009 CalSTRS Retirement Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

District Plan (continued)

Mortality Rates (continued)

2009 CalPERS Retirement Rates for School Employees

The retirement assumptions are based on the 2009 CalPERS Retirement Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

2009 CalSTRS Termination Rates

The turnover assumptions are based on the 2009 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

2009 CalPERS Termination Rates for School Employees

The turnover assumptions are based on the 2009 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Changes in the Total OPEB Liability

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability (Asset)
Balance at July 1, 2022	\$ 107,747,770	\$ 7,667,433	\$ 100,080,337
Changes for the year:			
Service cost	4,771,822	-	4,771,822
Interest	3,825,386	157,119	3,668,267
Employer Contributions		3,776,658	(3,776,658)
Differences between expected and actual experience	(23,566,124)	-	(23,566,124)
Changes of assumptions	(912,140)	-	(912,140)
Benefit payments	(3,009,140)	(3,009,140)	-
Net changes	(18,890,196)	924,637	(19,814,833)
Balance at June 30, 2023	\$ 88,857,574	\$ 8,592,070	\$ 80,265,504

sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

Discount Rate	OPEB Liability
1% decrease	\$ 70,350,108
Current discount rate	\$ 80,265,504
1% increase	\$ 91,864,774

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

District Plan (continued)

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the District, as well as what the District’s total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates:

Healthcare Cost Trend Rate	OPEB Liability
1% decrease	\$ 87,331,810
Current trend rate	\$ 80,265,504
1% increase	\$ 73,608,198

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2023, the District recognized OPEB expense of \$6,081,415. In addition, at June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 15,920,175	\$ 26,983,123
Changes of assumptions	5,316,986	12,559,437
Net difference between projected and actual earnings on OPEB plan investments	256,068	\$ -
Total	\$ 21,493,229	\$ 39,542,560

Amounts reported as deferred outflows and deferred inflows of resources will be recognized in OPEB expense as follows:

Year Ended June 30:	Deferred Outflows of Resources	Deferred Inflows of Resources
2024	\$ 3,610,162	\$ 5,882,784
2025	3,582,764	5,882,784
2026	3,558,388	5,882,784
2027	3,414,320	4,848,228
2028	2,707,252	3,974,003
Thereafter	4,620,343	13,071,977
	\$ 21,493,229	\$ 39,542,560

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

Medicare Premium Payment (MPP) Program

Plan Description

The MPP Program is a cost-sharing multiple-employer other postemployment benefit (OPEB) plan established pursuant to Chapter 1032, Statutes of 2000 (SB 1435). CalSTRS administers the MPP Program through the Teachers' Health Benefit Fund (THBF).

A full description of the MPP Program regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2021 annual actuarial valuation report, Medicare Premium Payment Program. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <https://www.calstrs.com/general-information/gasb-6768>.

Benefits Provided

The MPP Program pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the DB Program who were retired or began receiving a disability allowance prior to July 1, 2012, and were not eligible for premium-free Medicare Part A. Members who retire on or after July 1, 2012, are not eligible for coverage under the MPP Program.

As of June 30, 2022, 4,770 retirees participated in the MPP Program; however, the number of retired members who will participate in the program in the future is unknown as eligibility cannot be predetermined.

The MPP Program is funded on a pay-as-you-go basis from a portion of monthly employer contributions. In accordance with Education Code section 22950, contributions that would otherwise be credited to the DB Program each month are instead credited to the MPP Program to fund monthly program and administrative costs. Total redirections to the MPP Program are monitored to ensure that total incurred costs do not exceed the amount initially identified as the cost of the program.

Total OPEB Liability

At June 30, 2023, the District reported a liability of \$712,811 for its proportionate share of the net OPEB liability for the MPP Program. The total OPEB liability for the MPP Program as of June 30, 2022, was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2021 and rolling forward the total OPEB liability to June 30, 2022. The District's proportion of the net OPEB liability was based on a projection of the District's long-term share of contributions to the OPEB plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net OPEB liability for the two most recent measurement periods were:

	<u>Percentage Share of MPP Program</u>		<u>Change Increase/ (Decrease)</u>
	<u>Fiscal Year Ending June 30, 2023</u>	<u>Fiscal Year Ending June 30, 2022</u>	
Measurement Date	<u>June 30, 2022</u>	<u>June 30, 2021</u>	
Proportion of the Net OPEB Liability	0.216390%	0.221751%	-0.005361%

For the year ended June 30, 2023, the District reported OPEB expense of \$(171,674).

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

Medicare Premium Payment (MPP) Program (continued)

Actuarial Assumptions and Other Inputs

The total OPEB liability in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Measurement Date	June 30, 2022
Valuation Date	June 30, 2021
Experience Study	June 30, 2015 through June 30, 2018
Actuarial Cost Method	Entry age normal
Investment Rate of Return	3.54%
Healthcare Cost Trend Rates	4.5% for Medicare Part A, and 5.4% for Medicare Part B

Assumptions were made about future participation (enrollment) into the MPP Program as CalSTRS is unable to determine which members not currently participating meet all eligibility criteria for enrollment in the future. Assumed enrollment rates were derived based on past experience and are stratified by age with the probability of enrollment diminishing as the members' ages increase. This estimated enrollment rate was then applied to the population of members who may meet criteria necessary for eligibility but are not currently enrolled in the MPP Program. Based on this, the estimated number of future enrollments used in the financial reporting valuation was 209 or an average of 0.14% of the potentially eligible population of 145,282.

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table issued by the Society of Actuaries.

Discount Rate

The MPP Program is funded on a pay-as-you-go basis with contributions generally being made at the same time and in the same amount as benefit payments and expenses coming due. Any funds within the MPP Program as of June 30, 2022, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund (SMIF), which is a pooled investment program administered by the California State Treasurer.

As the MPP Program is funded on a pay-as-you-go basis, the OPEB plan's fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, the MPP Program used the Bond Buyer's 20-Bond GO Index from Bondbuyer.com as of June 30, 2022, as the discount rate, which was applied to all periods of projected benefit payments to measure the total OPEB liability. The discount rate as of June 30, 2022, was 3.54%, which is an increase of 1.38% from 2.16% as of June 30, 2021.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

Medicare Premium Payment (MPP) Program (continued)

Sensitivity of the District’s Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District’s proportionate share of the net OPEB liability, as well as what the District’s proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

Discount Rate	MPP OPEB Liability
1% decrease	\$ 951,374
Current discount rate	\$ 712,811
1% increase	\$ 657,145

Sensitivity of the District’s Proportionate Share of the Net OPEB Liability to Changes in the Medicare Costs Trend Rates

The following presents the District’s proportionate share of the net OPEB liability, as well as what the District’s proportionate share of the net OPEB liability would be if it were calculated using Medicare costs trend rates that are one percentage-point lower or one percentage-point higher than the current rates:

Medicare Cost Trend Rates	MPP OPEB Liability
1% decrease	\$ 654,031
Current trend rate	\$ 712,811
1% increase	\$ 779,442

NOTE 9 – PENSION PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of the California Public Employees' Retirement System (CalPERS).

For the fiscal year ended June 30, 2023, the District reported net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense for each of the above plans as follows:

Pension Plan	Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
CalSTRS	\$ 100,187,157	\$ 27,569,114	\$ 22,349,711	\$ 5,612,169
CalPERS	80,549,179	41,648,622	22,037,241	9,520,758
Totals	\$ 180,736,336	\$ 69,217,736	\$ 44,386,952	\$ 15,132,927

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 9 – PENSION PLANS (continued)

The details of each plan are as follows:

A. California State Teachers' Retirement System (CalSTRS)

Plan Description

The District contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2021, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <https://www.calstrs.com/general-information/gasb-6768>.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is a multiple-employer, cost-sharing defined benefit plan composed of four programs: Defined Benefit (DB) Program, Defined Benefit Supplement (DBS) Program, Cash Balance Benefit (CBB) Program and Replacement Benefits (RB) Program. A Supplemental Benefit Maintenance Account (SBMA) exists within the STRP and provides purchasing power protection for DB Program benefits. The STRP holds assets for the exclusive purpose of providing benefits to members of these programs and their beneficiaries. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the state is the sponsor and obligor of the trust. In addition, the state is both an employer and non-employer contributing entity to the STRP. The District contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2023, are summarized as follows:

	STRP Defined Benefit Program	
	On or before December 31, 2012	On or after January 1, 2013
Hire Date		
Benefit Formula	2% at 60	2% at 62
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	60	62
Monthly Benefits as a Percentage of Eligible Compensation	2.0%-2.4%	2.0%-2.4%
Required Member Contribution Rate	10.25%	10.205%
Required Employer Contribution Rate	19.10%	19.10%
Required State Contribution Rate	10.828%	10.828%

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 9 – PENSION PLANS

A. California State Teachers’ Retirement System (CalSTRS) (continued)

Contributions

The parameters for member, employer and state contribution rates are set by the California Legislature and the Governor and detailed in the Teachers’ Retirement Law. Current contribution rates were established by California Assembly Bill 1469 (CalSTRS Funding Plan), which was passed into law in June 2014, and various subsequent legislation.

The CalSTRS Funding Plan established a schedule of contribution rate increases shared among members, employers and the state to bring CalSTRS toward full funding by 2046. California Senate Bill 90 (Chapter 33, Statutes of 2019) and California Assembly Bill 84 (Chapter 16, Statutes of 2020) (collectively, special legislation)—signed into law in June 2019 and June 2020, respectively —provided supplemental contributions to the DB Program along with supplemental contribution rate relief to employers through fiscal year 2021–22.

The contribution rates for each program for the year ended June 30, 2023, are presented above, and the District's total contributions were \$19,105,011.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2023, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related state support and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of net pension liability	\$ 100,187,157
State's proportionate share of the net pension liability associated with the District	<u>50,173,337</u>
Total	<u>\$ 150,360,494</u>

The net pension liability was measured as of June 30, 2022. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

	<u>Percentage Share of Risk Pool</u>		Change Increase/ (Decrease)
	<u>Fiscal Year Ending June 30, 2023</u>	<u>Fiscal Year Ending June 30, 2022</u>	
Measurement Date	<u>June 30, 2022</u>	<u>June 30, 2021</u>	
Proportion of the Net Pension Liability	0.144183%	0.147523%	(0.003340%)

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 9 – PENSION PLANS (continued)

A. California State Teachers’ Retirement System (CalSTRS) (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

For the year ended June 30, 2023, the District recognized pension expense of \$5,612,169. In addition, the District recognized pension expense and revenue of \$(3,752,601) for support provided by the State. At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows</u>	<u>Deferred Inflows</u>
Pension contributions subsequent to measurement date	\$ 19,105,011	\$ -
Net change in proportionate share of net pension liability	3,413,364	9,938,419
Difference between projected and actual earnings on pension plan investments	-	4,899,346
Changes of assumptions	4,968,554	-
Differences between expected and actual experience	82,185	7,511,946
Totals	<u>\$ 27,569,114</u>	<u>\$ 22,349,711</u>

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 7 years.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows of Resources	Deferred Inflows of Resources
2024	\$ 5,836,272	\$ 7,413,352
2025	1,187,394	7,796,879
2026	1,187,394	9,021,053
2027	225,649	(5,674,101)
2028	13,697	2,111,105
Thereafter	13,697	1,681,423
Totals	<u>\$ 8,464,103</u>	<u>\$ 22,349,711</u>

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 9 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Actuarial Methods and Assumptions

The total pension liability for the STRP was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2021 and rolling forward the total pension liability to June 30, 2022. In determining the total pension liability, the financial reporting actuarial valuation used the following actuarial methods and assumptions:

Valuation Date	June 30, 2021
Experience Study	July 1, 2015 through June 30, 2018
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.00%
Inflation	2.75%
Payroll Growth	3.50%

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table issued by the Society of Actuaries.

The long-term investment rate of return assumption was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best-estimate ranges were developed using capital market assumptions from CalSTRS investment staff and investment consultants as inputs to the process. The actuarial investment rate of return assumption was adopted by the board in January 2020 in conjunction with the most recent experience study.

For each current and future valuation, CalSTRS' independent consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of expected 20-year geometrically linked real rates of return and the assumed asset allocation for each major asset class as of June 30, 2022, are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Public Equity	42.0%	4.8%
Real Estate	15.0%	3.6%
Private Equity	13.0%	6.3%
Fixed Income	12.0%	1.3%
Risk Mitigating Strategies	10.0%	1.8%
Inflation Sensitive	6.0%	3.3%
Cash/Liquidity	2.0%	(0.4%)

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 9 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.10%, which was unchanged from prior fiscal year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers are made at statutory contribution rates in accordance with the rate increases. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return of 7.10% and assume that contributions, benefit payments and administrative expenses occur midyear. Based on those assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.10%)	\$ 170,154,952
Current discount rate (7.10%)	100,187,157
1% increase (8.10%)	42,092,851

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS pursuant to Sections 22954, 22955, and 22955.1 of the Education Code and Public Resources Code Section 6217.5. Through the special legislation approved in June 2019 and June 2020, the State made supplemental contributions of approximately \$2.2 billion to CalSTRS on behalf of employers to supplant the amounts submitted by employers for fiscal years 2019–20 through 2021–22. Under accounting principles generally accepted in the United States of America, these amounts are reported as revenues and expenditures in the fund financial statements. The total amount recognized by the District for its proportionate share of the State's on-behalf contributions is \$8,048,860.

B. California Public Employees Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the Schools Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2021 annual actuarial valuation report, Schools Pool Accounting Report. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: <https://www.calpers.ca.gov/page/employers/actuarial-resources/gasb>.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 9 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS) (continued)

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2023, are summarized as follows:

	Schools Pool (CalPERS)	
	On or before December 31, 2012	On or after January 1, 2013
Hire Date		
Benefit Formula	2% at 55	2% at 62
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	55	62
Required Employee Contribution Rate	7.00%	8.00%
Required Employer Contribution Rate	25.37%	25.37%

Contributions

The benefits for the defined benefit pension plans are funded by contributions from members, employers, non-employers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer's benefit formulas. In some circumstances, contributions are made by the employer to satisfy member contribution requirements. Member and employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Non-employer contributions are not expected each year, but when provided they are accrued for. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2023 are presented above, and the total District contributions were \$10,566,263.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 9 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS) (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

As of June 30, 2023, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling \$80,549,179. The net pension liability was measured as of June 30, 2022. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

	Percentage Share of Risk Pool		Change Increase/ (Decrease)
	Fiscal Year Ending June 30, 2023	Fiscal Year Ending June 30, 2022	
Measurement Date	June 30, 2022	June 30, 2021	
Proportion of the Net Pension Liability	0.234093%	0.240284%	(0.006191%)

For the year ended June 30, 2023, the District recognized pension expense of \$9,520,758. At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows	Deferred Inflows
Pension contributions subsequent to measurement date	\$ 10,566,263	\$ -
Net change in proportionate share of net pension liability	7,018	4,791,006
Difference between projected and actual earnings on pension plan investments	24,752,735	15,242,068
Changes of assumptions	5,958,570	-
Differences between expected and actual experience	364,036	2,004,167
Totals	<u>\$ 41,648,622</u>	<u>\$ 22,037,241</u>

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSLS) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSLS for the measurement period is 3.9 years.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 9 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS) (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows of Resources	Deferred Inflows of Resources
2024	\$ 9,066,027	\$ 7,297,236
2025	8,568,581	7,297,236
2026	7,648,481	7,048,740
2027	5,799,270	394,029
2028	-	-
Thereafter	-	-
Totals	\$ 31,082,359	\$ 22,037,241

Actuarial Methods and Assumptions

Total pension liability for the Schools Pool was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2021 and rolling forward the total pension liability to June 30, 2022. The financial reporting actuarial valuation as of June 30, 2021 used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2021
Experience Study	2000-2019
Actuarial Cost Method	Entry age normal
Discount Rate	6.9%
Inflation Rate	2.3%
Salary Increases	Varies by entry age and service

Post-retirement mortality rates are based on CalPERS' experience and include generational mortality improvement using 80 percent of Scale MP 2020 published by the Society of Actuaries. These tables are used to estimate the value of benefits expected to be paid for service and disability retirements. For disability retirements, impaired longevity is recognized by a separate table.

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and, combined with risk estimates, are used to project compound (geometric) returns over the long term.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 9 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS) (continued)

Actuarial Methods and Assumptions (continued)

The target asset allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

Asset Class	Assumed Asset Allocation	Real Return
Global Equity Cap-weighted	30.00%	4.54%
Global Equity Non-Cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	(5.00%)	(0.59%)

Discount Rate

The discount rate used to measure the total pension liability was 6.9%. The discount rate is not adjusted for administrative expenses. The fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return for the pension plan's investments was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (5.9%)	\$ 116,357,368
Current discount rate (6.9%)	80,549,179
1% increase (7.9%)	50,955,027

C. Social Security

As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) must be covered by social security or an alternative plan. The District has elected to use the Social Security as its alternative plan.

D. Payables to the Pension Plans

At June 30, 2023, the District did not have any outstanding payables for outstanding contributions to the CalSTRS and CalPERS pension plans, respectively, required for the fiscal year ended June 30, 2023.

OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 10 – JOINT VENTURES

The Oxnard School District participates in one joint powers agreement (JPA) entity, the Ventura County Schools Self-Funding Authority (VCSSFA). The relationship between the Oxnard School District and the JPA is such that the JPA is not a component unit of the District for financial reporting purposes. Audited financial statements are available from the respective entities.

The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The JPA is governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA.

NOTE 11 – RISK MANAGEMENT

Property and Liability and Workers' Compensation

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2023, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for property and liability insurance coverage and workers' compensation coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

Workers' Compensation

For fiscal year 2022-23, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for workers' compensation, with excess coverage provided by the SCRMA public entity risk pool. The District maintains a \$100,000 Self-Insured Retention (SIR) amount.

Employee Medical Benefits

The District has contracted with Gold Coast Benefits Trust to provide employee health and welfare benefits.

NOTE 12 – COMMITMENTS AND CONTINGENCIES

A. State and Federal Allowances, Awards, and Grants

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

B. Litigation

The District is involved in certain legal matters that arose out of the normal course of business. The District has not accrued a liability for any potential litigation against it because it does not meet the criteria to be considered a liability at June 30, 2023.

C. Construction Commitments

At June 30, 2023, the District had commitments with respect to unfinished capital projects of approximately \$8.3 million to be paid from bond proceeds and developer fees.

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Required Supplementary Information

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OXNARD SCHOOL DISTRICT*Budgetary Comparison Schedule – General Fund
For the Fiscal Year Ended June 30, 2023*

	Budgeted Amounts		Actual (Budgetary Basis)	Variance with Final Budget - Pos (Neg)
	Original	Final		
Revenues				
LCFF Sources	\$ 189,385,327	\$ 197,934,106	\$ 198,164,710	\$ 230,604
Federal Sources	18,408,818	37,252,533	26,940,319	(10,312,214)
Other State Sources	20,030,442	78,227,371	84,187,768	5,960,397
Other Local Sources	13,401,393	14,734,823	20,377,476	5,642,653
Total Revenues	241,225,980	328,148,833	329,670,273	1,521,440
Expenditures				
Current:				
Certificated Salaries	97,309,058	103,417,381	108,319,896	(4,902,515)
Classified Salaries	33,348,877	38,046,621	38,853,905	(807,284)
Employee Benefits	54,031,112	55,077,318	63,334,073	(8,256,755)
Books and Supplies	15,646,250	18,726,915	13,710,095	5,016,820
Services and Other Operating Expenditures	41,068,131	52,683,726	41,017,268	11,666,458
Transfers of Indirect Costs	(704,228)	(318,345)	(284,804)	(33,541)
Capital Outlay	666,511	4,335,478	4,746,491	(411,013)
Other Outgo	2,301,660	2,301,660	2,173,973	127,687
Total Expenditures	243,667,371	274,270,754	271,870,897	2,399,857
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,441,391)	53,878,079	57,799,376	3,921,297
Fund Balances, July 1, 2022	82,646,383	83,396,683	83,396,683	-
Fund Balances, June 30, 2023	\$ 80,204,992	\$ 137,274,762	\$ 141,196,059	\$ 3,921,297

OXNARD SCHOOL DISTRICT

*Schedule of Proportionate Share of the Net Pension Liability-CalSTRS
For the Fiscal Year Ended June 30, 2023*

	Last Ten Fiscal Years*				
	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>
CalSTRS					
District's proportion of the net pension liability	<u>0.1442%</u>	<u>0.1475%</u>	<u>0.1520%</u>	<u>0.1529%</u>	<u>0.1570%</u>
District's proportionate share of the net pension liability	<u>\$ 100,187,157</u>	<u>\$ 67,134,816</u>	<u>\$ 147,307,456</u>	<u>\$ 138,136,433</u>	<u>\$ 144,320,917</u>
State's proportionate share of the net pension liability associated with the District	<u>50,173,337</u>	<u>33,779,636</u>	<u>75,937,011</u>	<u>75,362,646</u>	<u>82,630,475</u>
Totals	<u>\$ 150,360,494</u>	<u>\$ 100,914,452</u>	<u>\$ 223,244,467</u>	<u>\$ 213,499,079</u>	<u>\$ 226,951,392</u>
District's covered payroll	<u>\$ 87,687,748</u>	<u>\$ 81,326,155</u>	<u>\$ 82,018,655</u>	<u>\$ 84,292,598</u>	<u>\$ 83,459,653</u>
District's proportionate share of the net pension liability as a percentage of its covered payroll	<u>114.25%</u>	<u>82.55%</u>	<u>179.60%</u>	<u>163.88%</u>	<u>172.92%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>81%</u>	<u>87%</u>	<u>72%</u>	<u>73%</u>	<u>71%</u>
		<u>2016-17</u>	<u>2015-16</u>	<u>2014-15</u>	<u>2013-14</u>
District's proportion of the net pension liability		<u>0.1485%</u>	<u>0.1547%</u>	<u>0.1500%</u>	<u>0.1270%</u>
District's proportionate share of the net pension liability		<u>\$ 137,347,794</u>	<u>\$ 125,365,550</u>	<u>\$ 100,986,000</u>	<u>\$ 74,214,990</u>
State's proportionate share of the net pension liability associated with the District		<u>\$ 81,253,795</u>	<u>71,378,879</u>	<u>53,410,318</u>	<u>44,814,665</u>
Totals		<u>\$ 218,601,589</u>	<u>\$ 196,744,429</u>	<u>\$ 154,396,318</u>	<u>\$ 119,029,655</u>
District's covered-employee payroll		<u>\$ 80,537,440</u>	<u>\$ 76,798,239</u>	<u>\$ 70,452,489</u>	<u>\$ 63,059,794</u>
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll		<u>170.54%</u>	<u>163.24%</u>	<u>143.34%</u>	<u>117.69%</u>
Plan fiduciary net position as a percentage of the total pension liability		<u>69%</u>	<u>70%</u>	<u>74%</u>	<u>77%</u>

* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT

*Schedule of Proportionate Share of the Net Pension Liability-CalPERS
For the Fiscal Year Ended June 30, 2023*

	Last Ten Fiscal Years*				
	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>
CalPERS					
District's proportion of the net pension liability	<u>0.2341%</u>	<u>0.2403%</u>	<u>0.2532%</u>	<u>0.2557%</u>	<u>0.2556%</u>
District's proportionate share of the net pension liability	<u>\$ 80,549,179</u>	<u>\$ 48,860,366</u>	<u>\$ 77,681,103</u>	<u>\$ 74,525,983</u>	<u>\$ 68,149,798</u>
District's covered payroll	<u>\$ 36,028,691</u>	<u>\$ 35,168,908</u>	<u>\$ 36,539,369</u>	<u>\$ 36,543,090</u>	<u>\$ 33,887,773</u>
District's proportionate share of the net pension liability as a percentage of its covered payroll	<u>223.57%</u>	<u>138.93%</u>	<u>212.60%</u>	<u>203.94%</u>	<u>201.10%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>70%</u>	<u>81%</u>	<u>70%</u>	<u>73%</u>	<u>71%</u>
		<u>2016-17</u>	<u>2015-16</u>	<u>2014-15</u>	<u>2013-14</u>
District's proportion of the net pension liability		<u>0.2519%</u>	<u>0.2531%</u>	<u>0.2457%</u>	<u>0.2290%</u>
District's proportionate share of the net pension liability		<u>\$ 60,128,107</u>	<u>\$ 49,987,407</u>	<u>\$ 36,216,423</u>	<u>\$ 25,974,371</u>
District's covered payroll		<u>\$ 32,092,252</u>	<u>\$ 30,393,939</u>	<u>\$ 27,191,989</u>	<u>\$ 23,660,479</u>
District's proportionate share of the net pension liability as a percentage of its covered payroll		<u>187.36%</u>	<u>164.47%</u>	<u>133.19%</u>	<u>109.78%</u>
Plan fiduciary net position as a percentage of the total pension liability		<u>72%</u>	<u>74%</u>	<u>79%</u>	<u>83%</u>

* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT
Schedule of Pension Contributions-CalSTRS
For the Fiscal Year Ended June 30, 2023

	Last Ten Fiscal Years*				
	<u>2022-23</u>	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>
CalSTRS					
Contractually required contribution	\$ 19,105,011	\$ 14,836,767	\$ 13,134,174	\$ 14,025,190	\$ 13,722,835
Contributions in relation to the contractually required contribution	<u>19,105,011</u>	<u>14,836,767</u>	<u>13,134,174</u>	<u>14,025,190</u>	<u>13,722,835</u>
Contribution deficiency (excess):	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	<u>100,026,236</u>	<u>87,687,748</u>	<u>81,326,155</u>	<u>82,018,655</u>	<u>\$ 84,292,598</u>
Contributions as a percentage of covered payroll	<u>19.10%</u>	<u>16.92%</u>	<u>16.15%</u>	<u>17.10%</u>	<u>16.28%</u>
		<u>2017-18</u>	<u>2016-17</u>	<u>2015-16</u>	<u>2014-15</u>
Contractually required contribution		\$ 12,043,228	\$ 10,131,610	\$ 8,240,451	\$ 6,256,181
Contributions in relation to the contractually required contribution		<u>12,043,228</u>	<u>10,131,610</u>	<u>8,240,451</u>	<u>6,256,181</u>
Contribution deficiency (excess):		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll		<u>\$ 83,459,653</u>	<u>\$ 80,537,440</u>	<u>\$ 76,798,239</u>	<u>\$ 70,452,489</u>
Contributions as a percentage of covered payroll		<u>14.43%</u>	<u>12.58%</u>	<u>10.73%</u>	<u>8.88%</u>

* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT
Schedule of Pension Contributions-CalPERS
For the Fiscal Year Ended June 30, 2023

	Last Ten Fiscal Years*				
	<u>2022-23</u>	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>
CalPERS					
Contractually required contribution	\$ 10,566,263	\$ 8,254,173	\$ 7,279,964	\$ 7,205,929	\$ 6,600,413
Contributions in relation to the contractually required contribution	<u>10,566,263</u>	<u>8,254,173</u>	<u>7,279,964</u>	<u>7,205,929</u>	<u>6,600,413</u>
Contribution deficiency (excess):	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	<u>41,648,652</u>	<u>36,028,691</u>	<u>35,168,908</u>	<u>36,539,369</u>	<u>\$ 36,543,090</u>
Contributions as a percentage of covered payroll	<u>25.37%</u>	<u>22.91%</u>	<u>20.70%</u>	<u>19.72%</u>	<u>18.06%</u>
	<u>2017-18</u>	<u>2016-17</u>	<u>2015-16</u>	<u>2014-15</u>	
Contractually required contribution	\$ 5,263,110	\$ 4,456,972	\$ 3,600,770	\$ 3,200,769	
Contributions in relation to the contractually required contribution	<u>5,263,110</u>	<u>4,456,972</u>	<u>3,600,770</u>	<u>3,200,769</u>	
Contribution deficiency (excess):	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
District's covered payroll	<u>\$ 33,887,773</u>	<u>\$ 32,092,252</u>	<u>\$ 30,393,939</u>	<u>\$ 27,191,989</u>	
Contributions as a percentage of covered payroll	<u>15.531%</u>	<u>13.888%</u>	<u>11.847%</u>	<u>11.771%</u>	

* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT

*Schedule of Changes in the District's Net OPEB Liability and Related Ratios
For the Fiscal Year Ended June 30, 2023*

Employer's Financial Reporting Date Measurement Period	Last Ten Fiscal Years*					
	2022-23 2022-23	2021-22 2021-22	2020-21 2020-21	2019-20 2019-20	2018-19 2018-19	2017-18 2017-18
Total OPEB liability						
Service cost	\$ 4,771,822	\$ 6,001,980	\$ 5,104,422	\$ 3,837,913	\$ 4,987,643	\$ 4,854,154
Interest	3,825,386	2,540,298	2,008,524	1,779,340	3,428,314	3,335,606
Differences between expected and actual experience	(23,566,124)	94,252	22,613,807	-	(14,858,061)	-
Changes of assumptions or other inputs	(912,140)	(13,512,255)	346,578	8,408,860	1,654,667	(2,267,105)
Expected benefit payments	-	(3,869,512)	-	-	-	(3,630,866)
Benefit payments	(3,009,140)	-	(4,366,240)	(4,400,693)	(3,928,421)	85,492
Other changes	-	-	-	-	374,367	-
Net change in total OPEB liability	(18,890,196)	(8,745,237)	25,707,091	9,625,420	(8,341,491)	2,377,281
Total OPEB liability - beginning	107,747,770	116,493,007	90,785,916	81,160,496	89,501,987	87,124,706
Total OPEB liability - ending	88,857,574	107,747,770	116,493,007	90,785,916	81,160,496	89,501,987
Plan Fiduciary Net Position						
Contributions - employer	\$ 3,776,658	\$ 4,395,269	\$ 4,964,792	\$ -	\$ 4,265,389	\$ 4,339,503
Net investment income	(127,893)	29,936	-	284,231	154,831	79,553
Benefit payments	(3,009,140)	(3,869,512)	(4,366,240)	(3,564,682)	(3,928,421)	(3,630,865)
Investment Gains/(Losses)	285,012	-	27,407	(136,984)	-	-
Administrative expenses	-	-	-	-	-	85,492
Net change in plan fiduciary net position	924,637	555,693	625,959	(3,417,435)	491,799	873,683
Total fiduciary net position - beginning	7,667,433	7,111,740	6,485,781	9,903,216	9,411,417	8,537,734
Total fiduciary net position - ending	8,592,070	7,667,433	7,111,740	6,485,781	9,903,216	9,411,417
District's net OPEB liability (asset) - ending	\$ 80,265,504	\$ 100,080,337	\$ 109,381,267	\$ 84,300,135	\$ 71,257,280	\$ 80,090,570
Plan fiduciary net position as a percentage of the total OPEB liability	9.7%	7.1%	6.1%	7.1%	12.2%	10.5%
Covered payroll	\$ 123,520,208	\$ 120,214,314	\$ 116,996,899	\$ 112,720,844	\$ 114,428,198	\$ 112,683,361
Total OPEB liability as a percentage of covered-payroll	65.0%	83.3%	93.5%	74.79%	62.27%	71.08%

Notes to Schedule:

* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT
Schedule of OPEB Contributions
For the Fiscal Year Ended June 30, 2023

	Last Ten Fiscal Years*					
	<u>2022-23</u>	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>
Actuarially determined contribution	N/A	N/A	N/A	N/A	N/A	N/A
Contributions in relation to the actuarially determined contribution	<u>3,776,658</u>	<u>\$ 4,395,269</u>	<u>\$ 4,964,792</u>	<u>\$ -</u>	<u>\$ 4,265,389</u>	<u>\$ 4,339,503</u>
Contribution deficiency (excess)	N/A	N/A	N/A	N/A	N/A	N/A
Covered-employee payroll	<u>123,520,208</u>	<u>120,214,314</u>	<u>116,996,899</u>	<u>112,720,844</u>	<u>114,428,198</u>	<u>112,683,361</u>
Contributions as a percentage of covered-employee payroll	<u>3.06%</u>	<u>3.66%</u>	<u>4.24%</u>	<u>0.00%</u>	<u>3.73%</u>	<u>3.85%</u>

Note: The actuary does not calculate an actuarially determined contribution amount.

*This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT

*Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program
For the Fiscal Year Ended June 30, 2023*

Employer's Financial Reporting Date Measurement Period	Last Ten Fiscal Years*					
	2022-23 2021-22	2021-22 2020-21	2020-21 2019-20	2019-20 2018-19	2018-19 2017-18	2017-18 2016-17
District's proportion of net OPEB liability	0.2164%	0.2218%	0.2304%	0.2364%	0.2469%	0.2364%
District's proportionate share of net OPEB liability	\$ 712,811	\$ 884,485	\$ 976,252	\$ 880,313	\$ 945,194	\$ 994,457
Covered-employee payroll	N/A	N/A	N/A	N/A	N/A	N/A
District's net OPEB liability as a percentage of covered-employee payroll	N/A	N/A	N/A	N/A	N/A	N/A
Plan fiduciary net position as a percentage of the total OPEB liability	(0.94%)	0.00%	(0.71%)	(0.81%)	0.40%	0.01%

**This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.*

OXNARD SCHOOL DISTRICT

Notes to Required Supplementary Information
For the Fiscal Year Ended June 30, 2023

NOTE 1 – PURPOSE OF SCHEDULES

Budgetary Comparison Schedule

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the *Governmental Accounting Standards Board* and provisions of the *California Education Code*. The governing board is required to hold a public hearing and adopt an operating budget no later than July 1 of each year. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoptions with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for.

This schedule presents information for the original and final budgets and actual results of operations, as well as the variances from the final budget to actual results of operations.

Schedule of the District's Proportionate Share of the Net Pension Liability

This schedule presents information on the District's proportionate share of the net pension liability (NPL), the plans' fiduciary net position and, when applicable, the State's proportionate share of the NPL associated with the District. In the future, as data becomes available, ten years of information will be presented.

Change in benefit terms – There were no changes in benefit terms since the previous valuations for either CalSTRS and CalPERS.

Change of assumptions - There were no changes in economic assumptions since the previous valuations for either CalSTRS or CalPERS.

Schedule of District Contributions

This schedule presents information on the District's required contribution, the amounts actually contributed, and any excess or deficiency related to the required contribution. In the future, as data becomes available, ten years of information will be presented.

Schedule of Changes in the District's Total OPEB Liability and Related Ratios

This schedule presents information on the District's changes in the total OPEB liability, including beginning and ending balances, and the total OPEB liability. In the future, as data becomes available, ten years of information will be presented.

Change in benefit terms – There were no changes in benefit terms since the previous valuation.

Change of assumptions – Liability changes resulting from changes in economic and demographic assumptions are deferred based on the average working life. The discount rate was changed from 3.54 percent to 3.65 percent since the previous valuation.

Schedule of OPEB Contributions

This schedule presents information on the District's contribution, the amounts actually contributed, and any excess or deficiency related to the contribution. The District does not have actuarially determined contributions. In the future, as data becomes available, ten years of information will be presented.

OXNARD SCHOOL DISTRICT

*Notes to the Required Supplementary Information
For the Fiscal Year Ended June 30, 2023*

NOTE 1 – PURPOSE OF SCHEDULES (continued)

Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program

This schedule presents information on the District's proportionate share of the net OPEB liability – MPP Program and the plans' fiduciary net position. In the future, as data becomes available, ten years of information will be presented. As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP program; therefore, the covered payroll disclosure is not applicable.

Change in benefit terms – There were no changes in benefit terms since the previous valuation.

Change of assumptions – The discount rate was changed from 2.16 percent to 3.54 percent since the previous valuation.

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Supplementary Information

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OXNARD SCHOOL DISTRICT

Local Educational Agency Organization Structure

June 30, 2023

The Oxnard School District was established in 1873, and consists of an area comprising approximately 28 square miles in the southern portion of Ventura County encompassing a portion of the City of Oxnard. The District operates twelve elementary schools (K-5), three intermediate schools (6-8), five K-8 schools, and one preschool. There were no boundary changes during the year.

GOVERNING BOARD

<u>Member</u>	<u>Office</u>	<u>Term Expires</u>
Mrs. Veronica Robles-Solis	President	November, 2026
Ms. Jarely Lopez	Clerk	November, 2026
Mrs. Rose Gonzalez	Member	November, 2026
Ms. Monica Madrigal Lopez	Member	November, 2024
Ms. MaryAnn Rodriguez	Member	November, 2024

DISTRICT ADMINISTRATORS

Karling Aguilera-Fort,
Superintendent

Valerie Mitchell, MPPA,
Assistant Superintendent, Business and Fiscal Services

Dr. Ana DeGenna,
Associate Superintendent, Educational Services

Dr. Natalia Torres,
Assistant Superintendent, Human Resources

OXNARD SCHOOL DISTRICT
Schedule of Average Daily Attendance
For the Fiscal Year Ended June 30, 2023

	<u>Second Period Report</u>	<u>Annual Report</u>
Regular ADA:		
Grades TK-3	5,620.48	5,656.29
Grades 4-6	4,345.27	4,349.90
Grades 7-8	<u>3,040.58</u>	<u>3,036.08</u>
Total Regular ADA	<u>13,006.33</u>	<u>13,042.27</u>
 Total ADA	 <u><u>13,006.33</u></u>	 <u><u>13,042.27</u></u>

OXNARD SCHOOL DISTRICT
Schedule of Instructional Time
For the Fiscal Year Ended June 30, 2023

<u>Grade Level</u>	<u>Minutes Requirement</u>	<u>Minutes Offered</u>	<u>Days Offered</u>	<u>Status</u>
Kindergarten	36,000	48,177	180	Complied
Grade 1	50,400	53,925	180	Complied
Grade 2	50,400	53,925	180	Complied
Grade 3	50,400	53,925	180	Complied
Grade 4	54,000	54,775	180	Complied
Grade 5	54,000	54,775	180	Complied
Grade 6	54,000	59,065	180	Complied
Grade 7	54,000	59,065	180	Complied
Grade 8	54,000	59,065	180	Complied

OXNARD SCHOOL DISTRICT
Schedule of Financial Trends and Analysis
For the Fiscal Year Ended June 30, 2023

General Fund	(Budget) 2024 ²	2023	2022	2021
Revenues and other financing sources	\$ 280,066,330	\$ 329,670,273	\$ 276,291,181	\$ 241,962,107
Expenditures	288,813,710	271,870,897	237,922,246	213,473,583
Other uses and transfers out	-	-	-	1,000,000
Total outgo	288,813,710	271,870,897	237,922,246	214,473,583
Change in fund balance (deficit)	(8,747,380)	57,799,376	38,368,935	27,488,524
Ending fund balance	<u>\$ 132,448,679</u>	<u>\$ 141,196,059</u>	<u>\$ 83,396,683</u>	<u>\$ 45,027,748</u>
Available reserves ¹	<u>\$ 28,881,371</u>	<u>\$ 27,185,844</u>	<u>\$ 23,792,226</u>	<u>\$ 12,866,393</u>
Available reserves as a percentage of total outgo	<u>10.0%</u>	<u>10.0%</u>	<u>10.0%</u>	<u>6.0%</u>
Total long-term debt	<u>\$ 622,829,876</u>	<u>\$ 631,799,748</u>	<u>\$ 517,198,810</u>	<u>\$ 647,635,714</u>
Average daily attendance at P-2	<u>12,551</u>	<u>13,006</u>	<u>13,089</u>	<u>N/A</u>

The General Fund balance has increased by \$96.2 million over the past two years. The fiscal year 2023-24 adopted budget projects a decrease of \$8.7 million. For a district of this size, the state recommends available reserves of at least 3% of total general fund expenditures, transfers out, and other uses (total outgo).

The District has incurred an operating surplus in each of the previous three years, but anticipates incurring an operating deficit during the 2023-24 fiscal year. Long-term debt has decreased by \$15.8 million over the past two years.

Average daily attendance decreased by 83 ADA compared to 2021-22. Budgeted ADA for fiscal year 2023-24 is 12,551.

¹ Available reserves consist of all unassigned fund balances in the General Fund.

² Revised Final Budget August, 2023.

OXNARD SCHOOL DISTRICT

*Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
For the Fiscal Year Ended June 30, 2023*

	General Fund	Deferred Maintenance Fund
	<u> </u>	<u> </u>
June 30, 2023, annual financial and budget report fund balance	\$ 144,685,501	\$ 6,413,208
Adjustments and reclassifications:		
Increase (decrease) in total fund balance:		
Accounts receivable understated	599,903	-
Accounts payable understated	(4,089,345)	(170,340)
	<u> </u>	<u> </u>
June 30, 2023, audited financial statement fund balance	<u>\$ 141,196,059</u>	<u>\$ 6,242,868</u>

OXNARD SCHOOL DISTRICT
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Cluster Expenditures	Federal Expenditures
Federal Programs:				
U.S. Department of Agriculture:				
Passed through California Dept. of Education (CDE):				
Child Nutrition Cluster:				
School Breakfast Program - Especially Needy	10.553	13526	1,376,589	
National School Lunch Program	10.555	13523	6,590,120	
USDA Donated Foods	10.555	15655	<u>689,235</u>	
Total Child Nutrition Cluster				\$ 8,655,944
Child and Adult Food Care Program	10.558	13393	712,309	
Cash in Lieu of Commodities	10.558	13393	84,469	
COVID-19 Emergency Operational Costs Reimbursement	10.558	15577	<u>155,344</u>	
Total Child and Adult Food Care Program				<u>952,122</u>
Total U.S.Department of Agriculture				<u>9,608,066</u>
U.S. Department of Education:				
Every Student Succeeds Act (ESSA):				
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329		4,583,138
Title II, Part A, Supporting Effective Instruction State Grant	84.367	14341		889,466
English Language Acquisition Grants:				
Title III, Immigrant Education Program	84.365	15146	10,635	
Title III, Limited English Proficiency	84.365	14346	<u>1,307,109</u>	
Total English Language Acquisition Grants				1,317,744
Title IV, Part A, Student Support and Academic Enrichment	84.424	15396		332,180
Title IV, Part F, Mental Health Services Professional Demonstration Grants	84.184X	Unknown		30,000
Passed through Ventura County SELPA:				
Individuals with Disabilities Education Act Cluster (IDEA):				
COVID-19 ARP-IDEA Part B, Sec. 611, Local Assistance Entitlement	84.027	15638	326,463	
COVID-19 ARP-IDEA Part B, Sec. 611, Local Assistance Private School ISPs	84.027	10169	2,050	
COVID-19ARP-IDEA Part B, Sec. 611, Local Assistance Coordinated Early Intervening Services	84.027	10170	94,720	
COVID-19 ARP-IDEA Part B, Sec. 619, Preschool Grants	84.173	15639	86,446	
COVID-19 ARP-IDEA Part B, Sec. 619, Preschool Grants Coordinated Early Intervening Services	84.173	10171	15,849	
IDEA Basic Local Assistance Entitlement, Part B, Section 611 (Formerly PL 94-142)	84.027	13379	2,868,355	
IDEA Local Assistance, Part B, Sec 611, Private School ISPs	84.027	10115	8,889	
IDEA Local Assistance, Part B, Sec 611, Early Intervening Services	84.027	10119	415,800	
IDEA Preschool Grants, Part B, Section 619 (Age 3-4-5)	84.173	13430	128,544	
IDEA Part B, Sec 619, Preschool Grants Early Intervening Services	84.173	10131	4,644	
IDEA Mental Health Allocation Plan, Part B, Sec 611	84.027A	14468	<u>167,177</u>	
Total Special Education (IDEA) Cluster				4,118,937
COVID-19 - Education Stabilization Fund:				
Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D	15547	1,322,081	
Elementary and Secondary School Emergency Relief III (ESSER III) Fund	84.425U	15559	12,973,751	
Governor's Emergency Education Relief (GEER) Fund: Learning Loss Mitigation	84.425C	15517	65,718	
Expanded Learning Opportunities (ELO) Grant ESSER II State Reserve	84.425C	15618	868,753	
Expanded Learning Opportunities (ELO) Grant GEER II	84.425C	15619	413,659	
Expanded Learning Opportunities (ELO) Grant: ESSER III State Reserve, Emergency Needs	84.425U	15620	10,689	
American Rescue Plan-Homeless Children and Youth (ARP-HCY) Program	84.425	15564	<u>14,204</u>	
Total Education Stabilization Fund				15,668,855
Total U.S.Department of Education				<u>26,940,320</u>
Total Expenditures of Federal Awards				<u>\$ 36,548,386</u>

Of the Federal expenditures presented in the schedule, the District provided no Federal awards to subrecipients.

OXNARD SCHOOL DISTRICT
Note to Supplementary Information
June 30, 2023

NOTE 1 – PURPOSE OF SCHEDULES

Schedule of Average Daily Attendance (ADA)

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

Schedule of Instructional Time

This schedule presents information on the number of instructional days offered by the District and whether the District complied with Article 8 (commencing with Section 46200) of Chapter 2 Part 26 of the *Education Code*.

Schedule of Financial Trends and Analysis

This schedule discloses the District’s financial trends by displaying past years’ data along with current year budget information. These financial trend disclosures are used to evaluate the District’s ability to continue as a going concern for a reasonable period of time.

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual financial report to the audited financial statements.

Schedule of Expenditures of Federal Awards

The schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements. The District did not elect to use the ten percent de minimis indirect cost rate.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances and the related expenditures reported on the Schedule of Expenditures of Federal Awards. The reconciling amounts represent Federal funds that have been recorded as revenues that were expended in the prior period.

	Assistance Listing Number	Amount
	<u> </u>	<u> </u>
Total Federal Revenues from the Statement of Revenues, Expenditures, and Changes in Fund Balances		\$ 36,836,529
Differences between Federal Revenues and Expenditures:		
Child and Adult Food Care Program	10.558	<u>(288,143)</u>
Total Schedule of Expenditures of Federal Awards		<u>\$ 36,548,386</u>

Other Independent Auditors' Reports

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Trustees
Oxnard School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated December 13, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

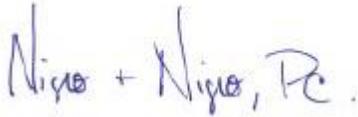
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California
December 13, 2023



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees
Oxnard School District
Oxnard, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Oxnard School District's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Oxnard School District's major federal programs for the year ended June 30, 2023. The Oxnard School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Oxnard School District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Oxnard School District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Oxnard School District's federal program.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Oxnard School District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Oxnard School District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Oxnard School District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Oxnard School District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

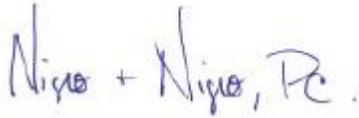
Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Handwritten signature in blue ink: Nijse + Nijse, PC.

Murrieta, California
December 13, 2023



INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees
Oxnard School District
Oxnard, California

Report on Compliance

Opinion

We have audited the Oxnard School District's (District) compliance with the requirements specified in the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* applicable to the District's state program requirements identified below for the year ended June 30, 2023.

In our opinion, Oxnard School District complied in all material aspects, with the laws and regulations of the state programs noted in the table below for the year ended June 30, 2023.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above, and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Oxnard School District's state programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards* and the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances;
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the District's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the District's compliance with the state laws and regulations applicable to the following items:

Description	Procedures Performed
Local Education Agencies Other Than Charter Schools:	
Attendance	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Independent Study	No*
Continuation Education	Not Applicable
Instructional Time	Yes
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	Not Applicable
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Yes
Transportation Maintenance of Effort	Yes
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Yes
District of Choice	Not Applicable
Home to School Transportation Reimbursement	Yes
Independent Study Certification for ADA Loss Mitigation	Yes

Description	Procedures Performed
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study – Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Not Applicable
Transitional Kindergarten	Yes
Charter Schools:	
Attendance	Not Applicable
Mode of Instruction	Not Applicable
Nonclassroom-Based Instruction/Independent Study	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom-Based	Not Applicable
Charter School Facility Grant Program	Not Applicable

*We did not audit independent study as the amount reported is not material per the materiality levels set by the 2022-23 K-12 state audit guide.

Areas marked as “Not Applicable” were not operated by the District.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identify in the audit.

Other Matter

The results of our auditing procedures disclosed an instance of noncompliance, which is described in the accompanying schedule of findings and questioned costs as Finding 2023-001.

Government Auditing Standards requires the auditor to perform limited procedures on the District’s response to the noncompliance findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The District’s response was not subjected to the auditing procedures applied in the audit of compliance an, accordingly, we express no opinion on the response.

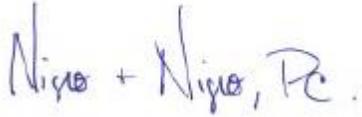
Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor’s Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.



Murrieta, California
December 13, 2023

Schedule of Findings and Questioned Costs

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OXNARD SCHOOL DISTRICT
Summary of Auditors' Results
For the Fiscal Year Ended June 30, 2023

Financial Statements

Type of auditors' report issued	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>None reported</u>
Type of auditors' report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance Sec. 200.516(a)?	<u>No</u>

Identification of major programs:

Assistance Listing	
Numbers	Name of Federal Program or Cluster
<u>84.365</u>	<u>English Language Acquisition Grants</u>
<u>84.425, C, D, U</u>	<u>COVID-19 Education Stabilization Fund</u>
<u>84.027, 84.027A, 84.173</u>	<u>IDEA Cluster</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 1,096,452</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

State Awards

Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>
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OXNARD SCHOOL DISTRICT
Financial Statement Findings
For the Fiscal Year Ended June 30, 2023

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. Pursuant to Assembly Bill (AB) 3627, all audit findings must be identified as one or more of the following categories:

Five Digit Code	AB 3627 Finding Types
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

There were no financial statement findings in 2022-23.

OXNARD SCHOOL DISTRICT
Federal Award Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2023

This section identifies the audit findings required to be reported by the Uniform Guidance, Section 200.516 (e.g., significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs).

There were no federal award findings or questioned costs in 2022-23.

OXNARD SCHOOL DISTRICT
State Award Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2023

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

FINDING 2023-001 (40000) AFTER SCHOOL EDUCATION AND SAFETY

Criteria: The After School Education and Safety Program (ASES) was established to serve pupils in kindergarten through grade nine. In accordance with Education Code Section 8483(a)(1), there are stringent regulations in operating and reporting attendance for the program. An early release policy documents the reason code to be used for early release of students from the program to allow the student to be counted for attendance for the day.

Condition: During our review of the sign-in/out sheets for the ASES program, we noticed that nine students were signed out early without an early release code as per the early release policy.

Context: The exceptions occurred in 9 instances across two sites. This is not a repeat finding.

Effect: There is no financial penalty for the finding.

Cause: The early release policy was not followed.

Recommendation: We recommend sites where the program operates follow the early release policy in place.

Views of Responsible Officials: The District will ensure the early release policy is adhered to, and that the proper codes are recorded on the sign in/out sheets.

OXNARD SCHOOL DISTRICT

*Summary Schedule of Prior Audit Findings
For the Fiscal Year Ended June 30, 2023*

Original Finding No.	Finding	Code	Recommendation	Current Status
Finding 2022-001: Attendance Accounting	<p>California Education Code Section 46000 states: Attendance in all schools and classes shall be recorded and kept according to regulations prescribed by the State Board of Education, subject to the provisions of this chapter.</p> <p>Good internal controls require the District to review its pupil attendance reporting processes and ensure that attendance policies and procedures are maintained and followed at all school sites.</p> <p>During our review of ADA reported to CDE, we noted the following errors on the informational (B-1) lines: <i>P-2 Report of Attendance</i></p> <ul style="list-style-type: none"> • The District understated ADA (Line B-1) by 71.84 ADA in grades TK/K-3. • The District understated ADA (Line B-1) by 64.42 ADA in grades 4-6. • The District understated ADA (Line B-1) by 43.57 ADA in grades 7-8. <p><i>Annual Report of Attendance</i></p> <ul style="list-style-type: none"> • The District understated ADA (Line B-1) by 71.92 ADA in grades TK/K-3. • The District understated ADA (Line B-1) by 61.04 ADA in grades 4-6. • The District understated ADA (Line B-1) by 43.28 ADA in grades 7-8. 	10000	We recommend that the District develop procedures to ensure that all informational lines are entered on the P2 and Annual principal apportionment data collection.	Implemented

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To the Board of Trustees
Oxnard School District
Oxnard, California

In planning and performing our audit of the basic financial statements of Oxnard School District for the fiscal year ending June 30, 2023, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements and not to provide assurance on the internal control structure.

However, during our audit we noted matters that are an opportunity for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated December 13, 2023, on the financial statements of Oxnard School District.

ASSOCIATED STUDENT BODY FUNDS

Observation:

During our testing of cash disbursements, we noted two of nine disbursements were not approved by the District representative, the ASB advisor, and/or the student representative until after the expenditure had already been incurred.

Recommendation:

E.C. Section 48933(b) requires all expenditures from ASB funds be authorized by a student representative, an advisor, and a district representative (usually a principal or vice-principal) prior to disbursing the funds. As a “best practice”, approval by required parties should be obtained before the actual commitment to purchase the items to ensure the expense is a proper use of student-body funds and falls within budgetary guidelines.

Observation:

At Curren we noted one of the disbursements was for an amazon delivery shipped to a personal address. We noted at one site only one signature was required on a check. At another school, the site did not have appropriate segregation of duties in that the bookkeeper is a signer on the account and there is no compensating control in place. Independent contract information is not obtained.

Recommendation:

We recommend shipments be made only to the school site to ensure that the products are being used for the students’ benefit. We recommend that all checks written require two signatures as a control in order to prevent the misuse of funds.

Observation:

We identified that bank reconciliations were not prepared timely or at all.

Recommendation:

Timely and accurate bank reconciliations are prudent and necessary to ensure that the accounting records match the amounts held on deposit. We recommend the bookkeeper perform monthly bank reconciliations within two weeks after the statement arrives. Furthermore, the Principal or ASB Advisor should review the bank reconciliation and initial and date the bank statement and reconciliation as evidence they were reviewed. Review of the bank reconciliations by someone other than the ASB Bookkeeper is an important internal control to detect errors and possible questionable or suspicious activity.

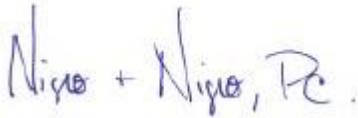
Observation:

We noted that some ASB sites are not submitting financial statements to the District Office on a periodic basis. Financial statement review by the District office is an important oversight activity which will help strengthen internal controls and assist with proper financial reporting, especially now that ASB funds are reported in a District governmental fund.

Recommendation:

We recommend that periodic financial statements be prepared and submitted to the District office on a monthly basis for review and to ensure proper oversight.

We will review the status of the current year comments during our next audit engagement.



Murrieta, California
December 13, 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: February 07, 2024

Agenda Section: Section D: Action Items

Approval of Signing Bonus for Paraeducators, Special Education Classified Employee New Hires (Torres/Fuentes)

The Human Resources Department has struggled to maintain a pool of qualified candidates to fill Special Education Paraeducator vacancies and has had to place costly agency hires in vacancies to fulfill the District's obligation to its students receiving special education services. In an effort to attract and grow its Paraeducator, Special Education candidate pool and fill the vast number of current vacancies without the use of agency hires, the Personnel Commission is proposing a \$1000 signing bonus for the Paraeducator, Special Education classification. The signing bonus will be split. Upon successful completion of their six-month probation period, said employees will receive \$500; and will receive another \$500 once said employees complete one year of service and are in permanent status in said classification. The hiring bonus will apply to Paraeducator Special Education vacancies retroactive to January 10, 2024 and will continue until the allotted budget is exhausted or all of the current vacancies are filled within the 2023-24 school year, whichever occurs first.

Furthermore, this signing bonus will also be offered to current District employees that accept or are hired into the Paraeducator, Special Education classification. The District and the California School Employees Association, Chapter 272 (CSEA) are working together in an effort to establish an incentive that would attract employees from the District's current workforce into the extremely hard to fill Paraeducator, Special Education classification and anticipates presenting said collaborative effort to the Board for consideration and approval during the February 21, 2024 board meeting.

FISCAL IMPACT:

The fiscal impact will be \$165,000 from the general fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees approve the signing bonus, as detailed.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: February 07, 2024

Agenda Section: Section F: Board Policies, First Reading

First Reading - BP (New) & AR (Revision) 4218: Dismissal/Suspension/Disciplinary Action (Torres/Carroll)

The regulation has been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline, while deleted language is in red and has a strike through.

In addition, the policy has been added to reflect new laws, as recommended by the California School Boards Association (CSBA). The policy contains all new language and will not have any editing marks.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the attached regulation and policy for first reading, as presented. The revised policy will be presented for second reading and adoption at the February 21, 2024 Board meeting.

ADDITIONAL MATERIALS:

Attached: [Policy 4218_Dismissal_Suspension_Disciplinary Action \(nine pages\)](#)
[Regulation 4218 Revisions \(14 pages\)](#)

Oxnard SD|BP 4218/Personnel

Policy 4218: Dismissal/Suspension/Disciplinary Action

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the

Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The

decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

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
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense

Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause
Federal	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses
Management Resources	Description
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds

3512	Equipment
3512	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21	Professional Standards

4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely

4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check

4312.5	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.24	Maintaining Appropriate Adult-Student Interactions
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment

5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321	Closed Session
9321	Closed Session

Oxnard SD/AR 4218/Personnel

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Adopted: 06.01.1994 Last Revised: 11.02.2011

~~Termination of Probationary Employment~~

~~At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.~~

~~Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees~~

~~Permanent classified employees shall be subject to Human Resources action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.~~

~~1. Causes~~

~~In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for Human Resources action against a for Disciplinary Action~~

~~A permanent classified employee: may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:~~

- ~~1. a. Falsifying Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6~~
- ~~2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)~~
- ~~3. Unlawful discrimination, including harassment, against any student or other employee~~
- ~~4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure~~
- ~~5. Falsification of any information supplied to the ~~school~~ district, including, but not limited to, information supplied on application forms, employment records, or any~~

other school district records:

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~~b. Offering of anything of value or offering services in exchange for granting any special treatment of any employee or member of the public.~~

~~c. Incompetency.~~

~~d. Inefficiency.~~

~~6. e. Unsatisfactory performance~~

~~7. Unprofessional conduct~~

~~8. Dishonesty~~

~~9. Neglect of duty or absence without leave~~

~~10. f. Insubordination.~~

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~~g. Political activities engaged in during assigned work time.~~

~~h. Persistent violation or refusal to obey safety rules as regulation.~~

~~i. Use of alcohol or a controlled substance Dishonesty.~~

~~j. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.~~

~~k. Gambling during assigned hours of employment.~~

~~(cf. 4020—Drug and Alcohol-Free Workplace)~~

~~l. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.~~

~~11. m. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.performance~~

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~~n. Absence without leave.~~

~~o. Immoral conduct.~~

~~p. Discourteous treatment of the public, students, or other employees.~~

~~q. Improper political activity.~~

~~r. Willful disobedience.~~

~~12. s. Misuse~~Destruction or misuse of district property:

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~~t. Violation of district, Board or departmental rule, policy, or procedure.~~

~~13. u. Failure to possess or keep in effect~~Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position:

~~v. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.~~

~~w. Illnesses, leaves when habitually taken for trivial indispositions.~~

~~x. Failure to report for review of criminal records or a health exam after due notice~~

~~14. y. A physical or mental~~ disability condition which precludes the employee from the proper performance of ~~his/her~~ duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law ~~regulating the retirement of employees.~~

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~~z. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.~~

~~15. aa. Unlawful retaliation against any other district officer or employee or member of the public~~Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on ~~the job~~ or directly related ~~thereto to the job~~

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~~16. bb. Any other failure~~Violation of ~~good behavior either during~~Education Code 45303 or ~~outside~~Government Code 1028 prohibiting the advocacy or teaching of ~~duty hours~~communism

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~~17. Any other misconduct~~ which is of such nature that it causes discredit or injury to the district or ~~his/her employment.~~the employee's position

~~cc. Abandonment of position~~

~~Except as defined in item "s" above, no Human Resources~~No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

~~2. Initiation and Notification of Charges~~

~~The Superintendent or designee may initiate a Human Resources action as defined herein against a permanent classified employee.~~

~~In all cases involving a Human Resources action, the person initiating the action shall file a written recommendation of Human Resources action with the Board. (Education Code 45113)~~

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The ~~recommendation~~notice shall ~~include:~~

~~a. A statement of the nature of the Human Resources action (suspension without pay, demotion, reduction of pay step, in class, ordinary and concise language, inform the employee of the specific charge(s) or dismissal).~~

~~b. A statement of the cause or causes(s) for the Human Resources disciplinary action, as set forth above.~~

~~c. A statement of the specific acts ~~or~~and omissions upon which the ~~causes are~~action is based. If a violation of, and, if applicable, the district rule, policy, or regulation ~~of that the district is alleged, the rule, policy, or regulation~~employee has allegedly violated. In addition, the notice shall be stated in the recommendation.~~

~~d. A statement of ~~include~~ the employee's right to appeal the recommendation and the manner and a hearing on those charges, the time within which the appeal must be filed.~~

~~e. A hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper, which the signing employee may sign and filing of which shall constitute file to deny the charges and request a demand for hearing and a denial of all charges.~~

3. Right to Appeal

~~. (Education Code 45113, 45116)~~

Request for Board Hearing

~~Within 14 working days after receiving the the time specified in the notice of the recommendation of Human Resources disciplinary action described above, the employee may appeal request a hearing on the charges by signing and filing the card or paper included with the recommendation notice. (Education Code 45113)~~

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. ~~A notice of appeal is filed only by delivering the notice of appeal request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be f~~mailed to the office of the Superintendent or designee ~~but, it~~ must be received or postmarked no later than the time limit ~~stated hereinspecified by the district~~. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any ~~appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.~~

Employment Status Pending a Disciplinary Hearing

~~A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)~~

~~However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)~~

~~In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the~~

conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

~~If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended Human Resources action into effect immediately.~~

4. Amended/Supplemental Charges

1. At any time before an Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

~~An employee's appeal is finally submitted to the Board or to a hearing officer compulsory leave for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of Human Resources action.~~

~~If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.~~

5. Compulsory Leave of Absence

~~Employees charged with a mandatory or optional leave of absence offense as defined in Education Code 44940 shall be placed immediately on compulsory leave of absence may~~

~~extend~~ for not more than 10 days after ~~the~~ entry of judgment in the criminal proceedings, unless the leave is extended as provided below. (Education Code 45304)

~~Employees charged with an optional leave of absence offense as defined in Education Code 44940 may be placed immediately on compulsory leave of absence under the terms and conditions stated below. (Education Code 45304)~~

~~Despite the disposition of criminal charges, the Board reserves the right to dismiss an employee for the facts upon which the criminal charges were based. An employee ultimately found guilty by the Human Resources Commission to have committed the acts upon which the original charges were based may be dismissed. If so dismissed, the employee is not entitled to compensation during the time of his/her suspension, unless otherwise required by law.~~

~~An employee shall be given notice of the possibility of being dismissed without pay during. However, the compulsory suspension if he/she is ultimately found guilty of the acts leading to the criminal charges, despite the disposition of the charges by the court.~~

6. Extension of Compulsory Leave

~~The Board may extend an employee's compulsory leave of absence by giving him/her leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that he/shethe employee will be dismissed ~~in~~within 30 days from the date of service of the notice unless he/shethe employee demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5) on the dismissal.~~

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
CA Constitution Article 1, Section 1	Inalienable rights Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions Sex offense; definitions
Ed. Code 44011	Controlled substance offense Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence Procedures when employees are placed on compulsory leave of absence

Ed. Code 45101	Definitions; disciplinary action and cause <u>Definitions; disciplinary action and cause</u>
Ed. Code 45109	Fixing of duties <u>Fixing of duties</u>
Ed. Code 45113	Notification of charges; classified employees <u>Notification of charges; classified employees</u>
Ed. Code 45123	Employment after conviction of controlled substance offense <u>Employment after conviction of controlled substance offense</u>
Ed. Code 45302	Demotion and removal from permanent classified service <u>Demotion and removal from permanent classified service</u>
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense <u>Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense</u>
Ed. Code 45304	Compulsory leave of absence for classified persons <u>Compulsory leave of absence for classified persons</u>
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause
Federal	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1; Free exercise, free speech, and establishment clauses <u>Amendment 1, Free exercise, free speech, and establishment clauses</u>
Management Resources	Description
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1312.41114	Complaints Concerning District Employees District-Sponsored Social Media
1312.41114	Complaints Concerning District Employees District-Sponsored Social Media
1312.31	Uniform Complaint Procedures Complaints Concerning District Employees
1312.31	Uniform Complaint Procedures Complaints Concerning District Employees
1312.33230	Federal Grant Funds Uniform Complaint Procedures
1312.33230	Federal Grant Funds Uniform Complaint Procedures
1312.33512	Equipment Uniform Complaint Procedures
1312.33512 - E PDF(1)	Equipment Uniform Complaint Procedures
32303513.3	Tobacco-Free Schools Federal Grant Funds
32303513.3	Tobacco-Free Schools Federal Grant Funds
35123515.2	Disruptions Equipment
35123515.2	Disruptions Equipment
3513.33516.2	Bomb Threats Tobacco-Free Schools
3513.33542	School Bus Drivers Tobacco-Free Schools
3513.44000	Concepts And Roles Drug And Alcohol Free Schools
3515.24020	Drug And Alcohol Free Workplace Disruptions
3515.24030	Nondiscrimination In Employment Disruptions
3515.214030	Nondiscrimination In Employment Unmanned Aircraft Systems (Drones)
3515.34040	Employee Use Of Technology District Police/Security Department
3515.34040	Employee Use Of Technology District Police/Security Department
3516.24040 - E PDF(1)	Employee Use Of Technology Bomb Threats
35424112.42	Drug And Alcohol Testing For School Bus Drivers School Bus Drivers
40004112.5	Criminal Record Check Concepts And Roles
40204113.5	Working Remotely Drug And Alcohol-Free Workplace
40304119.1	Civil And Legal Rights Nondiscrimination In Employment

<u>40304119.12</u>	<u>Title IX Sexual Harassment Complaint Procedures</u> <u>Nondiscrimination In Employment</u>
<u>40404119.12</u> E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u> <u>Employee Use Of Technology</u>
<u>40404119.21</u>	<u>Professional Standards</u> <u>Employee Use Of Technology</u>
<u>4112.424119.21</u>	<u>Professional Standards</u> <u>Drug And Alcohol Testing For School Bus Drivers</u>
<u>4112.424119.21</u> E PDF(1)	<u>Professional Standards</u> <u>Drug And Alcohol Testing For School Bus Drivers</u>
<u>4112.54119.22</u>	<u>Dress And Grooming</u> <u>Criminal Record Check</u>
<u>4112.54119.23</u>	<u>Unauthorized Release Of Confidential/Privileged Information</u> <u>Criminal Record Check</u>
<u>4112.64119.25</u>	<u>Political Activities Of Employees</u> <u>Personnel Files</u>
<u>4113.54119.25</u>	<u>Political Activities Of Employees</u> <u>Working Remotely</u>
<u>4119.14136</u>	<u>Nonschool Employment</u> <u>Civil And Legal Rights</u>
<u>4119.124141.6</u>	<u>Concerted Action/Work Stoppage</u> <u>Title IX Sexual Harassment Complaint Procedures</u>
<u>4119.124141.6</u>	<u>Concerted Action/Work Stoppage</u> <u>Title IX Sexual Harassment Complaint Procedures</u>
<u>4119.214154</u>	<u>Health And Welfare Benefits</u> <u>Professional Standards</u>
<u>4119.214154</u>	<u>Health And Welfare Benefits</u> <u>Professional Standards</u>
<u>4119.224157</u>	<u>Employee Safety</u> <u>Dress And Grooming</u>
<u>4119.234157</u>	<u>Employee Safety</u> <u>Unauthorized Release Of Confidential/Privileged Information</u>
<u>4119.244158</u>	<u>Employee Security</u> <u>Maintaining Appropriate Adult-Student Interactions</u>
<u>4119.254158</u>	<u>Employee Security</u> <u>Political Activities Of Employees</u>
<u>4119.254159</u>	<u>Employee Assistance Programs</u> <u>Political Activities Of Employees</u>
<u>41274161.11</u>	<u>Industrial Accident/Illness Leave</u> <u>Temporary Athletic Team Coaches</u>
<u>41274212</u>	<u>Appointment And Conditions Of Employment</u> <u>Temporary Athletic Team Coaches</u>
<u>41364212.42</u>	<u>Drug And Alcohol Testing For School Bus Drivers</u> <u>Nonschool Employment</u>
<u>4141.64212.5</u>	<u>Criminal Record Check</u> <u>Concerted Action/Work Stoppage</u>

<u>4141.6</u> 4216	<u>Probationary/Permanent Status</u> <u>Concerted Action/Work Stoppage</u>
<u>4154</u> 4219.1	<u>Civil And Legal Rights</u> <u>Health And Welfare Benefits</u>
<u>4154</u> 4219.12	<u>Title IX Sexual Harassment Complaint Procedures</u> <u>Health And Welfare Benefits</u>
<u>4157</u> 4219.12 -E PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u> <u>Employee Safety</u>
<u>4157</u> 4219.21	<u>Professional Standards</u> <u>Employee Safety</u>
<u>4158</u> 4219.21	<u>Professional Standards</u> <u>Employee Security</u>
<u>4158</u> 4219.21 -E PDF(1)	<u>Professional Standards – Code Of Ethics</u> <u>Employee Security</u>
<u>4159</u> 4219.22	<u>Dress And Grooming</u> <u>Employee Assistance Programs</u>
<u>4161</u> 4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u> <u>Leaves</u>
<u>4161</u> 4219.25	<u>Political Activities Of Employees</u> <u>Leaves</u>
<u>4161.11</u> 4219.25	<u>Political Activities Of Employees</u> <u>Industrial Accident/Illness Leave</u>
<u>4200</u> 4236	<u>Nonschool Employment</u> <u>Classified Personnel</u>
<u>4200</u> 4241.6	<u>Concerted Action/Work Stoppage</u> <u>Classified Personnel</u>
<u>4212</u> 4241.6	<u>Concerted Action/Work Stoppage</u> <u>Appointment And Conditions Of Employment</u>
<u>4212.42</u> 4254	<u>Health And Welfare Benefits</u> <u>Drug And Alcohol Testing For School Bus Drivers</u>
<u>4212.42</u> 4254	<u>Health And Welfare Benefits</u> <u>Drug And Alcohol Testing For School Bus Drivers</u>
<u>4212.5</u> 4257	<u>Employee Safety</u> <u>Criminal Record Check</u>
<u>4212.5</u> 4257	<u>Employee Safety</u> <u>Criminal Record Check</u>
<u>4212.6</u> 4258	<u>Employee Security</u> <u>Personnel Files</u>
<u>4213.5</u> 4258	<u>Employee Security</u> <u>Working Remotely</u>
<u>4216</u> 4259	<u>Employee Assistance Programs</u> <u>Probationary/Permanent Status</u>
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<u>4219.12</u> 4312.5	<u>Criminal Record Check</u> <u>Title IX Sexual Harassment Complaint Procedures</u>

<u>4219.21</u> <u>4319.1</u>	<u>Civil And Legal Rights</u> <u>Professional Standards</u>
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<u>4219.22</u> <u>4319.12-E</u> PDF(1)	<u>Title IX Sexual Harassment Complaint Procedures</u> <u>Dress And Grooming</u>
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<u>4219.25</u> <u>4319.21-E</u> PDF(1)	<u>Professional Standards</u> <u>Political Activities Of Employees</u>
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<u>4319.23</u> <u>4227</u>	<u>Unauthorized Release Of Confidential/Privileged Information</u> <u>Temporary Athletic Team Coaches</u>
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<u>5145.3</u> <u>4261</u>	<u>Nondiscrimination/Harassment</u> <u>Leaves</u>
<u>5145.7</u> <u>4261.11</u>	<u>Sexual Harassment</u> <u>Industrial Accident/Illness Leave</u>
<u>4312.42</u> <u>5145.7</u>	<u>Sexual Harassment</u> <u>Drug And Alcohol Testing For School Bus Drivers</u>
<u>5145.9</u> <u>4312.42</u>	<u>Hate Motivated Behavior</u> <u>Drug And Alcohol Testing For School Bus Drivers</u>
<u>4312.5</u> <u>6145.2</u>	<u>Athletic Competition</u> <u>Criminal Record Check</u>

<u>6145.24312.5</u>	<u>Athletic CompetitionCriminal Record Check</u>
<u>6162.544312.6</u>	<u>Test Integrity/Test PreparationPersonnel Files</u>
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<u>4319.12</u>	<u>Title IX Sexual Harassment Complaint Procedures</u>
<u>4319.21</u>	<u>Professional Standards</u>
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<u>5145.7</u>	<u>Sexual Harassment</u>
<u>5145.71</u>	<u>Title IX Sexual Harassment Complaint Procedures</u>

<u>5145.71</u>	<u>Title IX Sexual Harassment Complaint Procedures</u>
<u>5145.9</u>	<u>Hate-Motivated Behavior</u>
<u>6145.2</u>	<u>Athletic Competition</u>
<u>6145.2</u>	<u>Athletic Competition</u>
<u>6162.54</u>	<u>Test Integrity/Test Preparation</u>
<u>9000</u>	<u>Role Of The Board</u>
<u>9321</u>	<u>Closed Session</u>
<u>9321</u>	<u>Closed Session</u>
<u>9321</u>	<u>Closed Session</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 07, 2024

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, February 2, 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A