

# 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  
**Brian Melanephy**, 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.**  
Assistant Superintendent,  
Educational Services

## AGENDA REGULAR BOARD MEETING Wednesday, March 20, 2024

**5:00 PM - Open Meeting**  
**7:00 PM - Return to Regular Board Meeting**

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://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**

March 20, 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 \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

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

Dave De Los Santos, Principal, Fremont School, will introduce Daniel Castillo, 8th grade student at Fremont, who will lead the audience in the Pledge of Allegiance.

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

The District's Mission and Vision Statement will be read in English by Nathaniel Steffenauer, 7th grade student at Fremont School, and in Spanish by Karina Camacho, 8th grade student at Fremont School.

**A.4. Presentation by Fremont School**

Dave De Los Santos, Principal, Fremont School, will provide a short presentation to the Board regarding Fremont. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

**A.5. Oath of Office (DeGenna)**

The Oath of Office will be administered to Brian Melanephy, who was appointed on March 11, 2024 to fill the Oxnard School District Board of Trustees Area 2 vacancy.

**A.6. Adoption of Agenda (Superintendent)**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez\_\_\_ , Gonzales \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

**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 Assistant 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

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



- Case #2023-CUOE015904
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
    - Conference with Labor Negotiator:
      - Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
      - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
    - Public Employee(s) Discipline/Dismissal/Release
    - Public Employee Appointment
      - Director, Teaching and Learning

**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. Overview of the Five Year 2024-2029 Oxnard School District Transportation Plan (Mitchell/Galvan)**

The Assistant Superintendent, Business & Fiscal Services, and the Director, Transportation, will present an overview of the Five Year 2024-2029 Oxnard School District Transportation Plan. The Plan is on the Consent agenda of this meeting for the Board's adoption.

**Section B: PUBLIC COMMENT/HEARINGS**

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

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

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

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

**Section C: CONSENT AGENDA**

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted

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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 \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

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

**C.1. Request for Approval of Out-of-State Conference Attendance (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Carmen Vigil Maggiolo to attend the American Association of Interpreters and Translators in Education's (AAITE) EDU-CON 2024 conference May 2-4, 2024 in Washington, DC, in the amount not to exceed \$2,000.00, to be paid out of the General Fund.

**C.2. Acknowledgement of Gifts (DeGenna)**

Oxnard Educators Association presented a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2024. Several individual classroom libraries also received a special book that was read to students on that day. It is the recommendation of the Superintendent that the Board of Trustees acknowledge the donation from the Oxnard Educators Association.

**C.3. Request for Approval of Out-of-State Conference Attendance (DeGenna/Hubbard)**

It is the recommendation of the Superintendent and the Chief Information Officer that the Board of Trustees approve out-of-state conference attendance for Danita Spence, Technology Services Technician, to attend the 2024 QUE (Q) Users Experience Conference in Novi, Michigan, April 9-11, 2024, in the approximate amount of \$2,075.00 for registration, travel, and lodging, to be paid from the Information Technology Services Department Travel and Conference Fund.

**C.4. Enrollment Report (Mitchell)**

District enrollment as of February 29, 2024 was 13,508. This is 692 less than the same time last year.

**C.5. Setting of Date for Public Hearing - Study and Update of the Statutory School Facility Fees Imposed on New Residential and Commercial/Industrial Construction (Mitchell)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees set the date of Wednesday, April 17, 2024, for a public hearing on the Oxnard School District Study and Update of the Statutory School Facility Fees Imposed on New Residential and Commercial/Industrial Construction.

**C.6. Purchase Order/Draft Payment Report #23-08 (Mitchell /Franz)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment

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Report #23-08, as submitted.

**C.7. Adoption of Five Year 2024-2029 Oxnard School District Transportation Plan (Mitchell/Galvan)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Transportation that the Board of Trustees adopt the Five Year 2024-2029 Oxnard School District Transportation Plan, as presented.

**C.8. Approval of Change Order #002 to Agreement #22-230 with Enviroplex for the Drifill ECDC Project (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Change Order #002 to Agreement #22-230 with Enviroplex, for weld plates, TV mounts, and associated work that were not included in the original quote, in the amount of \$123,225.48, to be paid from Master Construct and Implementation Funds.

**C.9. 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. for the Drifill Elementary School New Transitional Kindergarten Project, to add an additional wire to the conduits to furnish 3 phase power to the new classrooms, in the amount of \$16,138.95, to be paid out of Master Construct and Implementation Funds.

**C.10. Ratification of Change Order #004- 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 ratify Change Order #004 with Balfour Beatty Construction LLC, for supplying security services at the Rose Ave Reconstruction project, July 2023 through December 31, 2023, in the amount of \$62,357.40, to be paid out of Master Construct & Implementation Funds.

**C.11. Ratification of Change Order #005- Installation of Translucent Glazing - 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 ratify Change Order #005 for installation of translucent glazing at the classroom doors of the Rose Ave Reconstruction project, in the amount of \$30,376.33, to be paid out of Master Construct & Implementation Funds.

**C.12. Personnel Actions (Torres/Fuentes)**

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

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## **Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

### **C.13. Approval of Agreement #23-215 – CDWG (DeGenna/Hubbard)**

It is the recommendation of the Chief Information Officer and the Superintendent that the Board of Trustees approve Agreement #23-215 with CDWG, to evaluate and conduct a health assessment on the current CISCO Phone Management System, March 21, 2024 through June 30, 2024, at no cost to Oxnard School District.

### **C.14. Approval of Agreement #23-260 – Think Together (Fox)**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-260 with Think Together, to lead an Equity Study that will serve as a baseline to help school and district leaders understand the systems and conditions on the current student outcomes to uncover hidden barriers, particularly for the most vulnerable students, March 21, 2024 through June 30, 2024, in the amount not to exceed \$257,000.00, to be paid out of Title I Funds.

### **C.15. Approval of Agreement #23-264 – Sterling Venue Ventures, LLC (Fox)**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-264 with Sterling Venue Ventures, LLC, for rental fees for the Oxnard Room at the Oxnard Performing Arts Center for 8th Grade Promotion Ceremonies, June 12, 2024, in the amount not to exceed \$5,250.00, to be paid out of the General Fund.

### **C.16. Approval of Agreement #23-265 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)**

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Equity, Family Community Engagement, that the Board of Trustees approve Agreement #23-265 with Inlakech Cultural Arts Center, to provide Cultural Performances of Traditional Mexican regional dances for the Eighth Annual Cesar Chavez Awards Ceremony, April 16, 2024, in the amount not to exceed \$500.00, to be paid out of Supplemental Concentration Funds.

### **C.17. Approval of Agreement #23-266 – Brett Haddoak (Fox/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-266 with Brett Haddoak, to provide web development solutions using technology to enhance the learning environment, streamline administrative processes, and create better communication between students, parents, teachers, and administrators, March 21, 2024, through June 30, 2025, in the amount not to exceed \$45,000.00, to be paid out of Expanded Learning Opportunity Program Funds.

### **C.18. Approval of Agreement #23-269 – Raymond West Intralogistics Solutions (Fox/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-269 with Raymond West Intralogistics Solutions, to design, furnish, and install warehouse storage systems for the ELOP warehouse, March 21, 2024 through December 30, 2024, in the amount not to exceed \$20,500.00, to be paid from Expanded Learning Opportunity Program Funds.

### **C.19. Approval of Agreement #23-271 – CDWG (DeGenna/Hubbard)**

It is the recommendation of the Chief Information Officer and the Superintendent that the Board

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of Trustees approve Agreement #23-271 with CDWG, to conduct an Active Directory Domain Services (AD DS) Assessment, March 21, 2024 through June 30, 2024, in the amount not to exceed \$10,725.00, to be paid out of Supplemental Concentration Funds.

**C.20. Approval of Overnight Field Trip and Agreement #23-272 – WorldStrides (DeGenna/Shea)**

It is the recommendation of the Superintendent and the Director, Enrichment & Specialized Programs, that the Board of Trustees approve Agreement #23-272 with WorldStrides, to provide field trip services and accommodations for a 2-Day advocacy overnight field trip to Sacramento for the Superintendent Fellows, June 3-4, 2024, in the amount of \$34,615.00, to be paid out of Expanded Learning Opportunity Program Funds.

**C.21. Approval of Agreement #23-275 – Sterling Venue Ventures (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #23-275 with Sterling Venue Ventures, for rental fees for use of Oxnard Performing Arts Center for the OSD Welcome Back Event, August 12, 2024, in the amount not to exceed \$6,500.00, to be paid out of Supplemental Concentration Funds.

**C.22. Approval of Agreement #23-278, Nigro & Nigro, PC – District’s Measure I Building Bond Audit Services for Fiscal Year 2023-24 (Mitchell/Núñez)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Fiscal Services, that the Board of Trustees approve Agreement #23-278 with Nigro & Nigro, PC, to perform the District’s Measure I Building Fund Bond Audit services for the 2023-2024 fiscal year, in the amount not to exceed \$10,000.00, to be paid out of the General Fund.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.23. Ratification of Agreement #23-268 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees ratify Agreement #23-268 with the Ventura County Office of Education, for Special Circumstances Paraeducator Services (SCP’s) for students #AB050912, #EG061410, #DG052310, #AR041511, #GP051010 during the 2023-2024 school year, including Extended School Year, in the amount of \$158,400.00, to be paid out of Special Education Funds.

**C.24. Ratification of Agreement #23-270 – STS Education (Fox/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-270 with STS Education, to provide planning, coordination, project management, and professional development to properly implement STEAM and esports programs for the Expanded Learning Opportunity Program throughout the District, July 1, 2023 through December 30, 2024, in the amount of \$177,767.21, to be paid out of Expanded Learning Opportunity Program Funds.

**C.25. Ratification of Agreement #23-276, Nigro & Nigro, PC – District Audit Services for Fiscal Year 2023-24 (Mitchell/Núñez)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Fiscal Services, that the Board of Trustees ratify Agreement #23-276 with Nigro &

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Nigro, PC, to perform the District’s General Audit services for the 2023-2024 fiscal year, in the amount not to Exceed \$49,500.00, to be paid out of the General Fund.

**C.26. Ratification of Memorandum of Agreement #23-277, County of Ventura, Ventura County Behavioral Health (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Memorandum of Agreement #23-277 with County of Ventura, Ventura County Behavioral Health, to provide community outreach at targeted school sites, July 1, 2023 through June 30, 2024, at no cost to Oxnard School District.

**Section D: ACTION ITEMS**

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

**D.1. Approval of Emergent Multilingual Learner Master Plan (Fox/Ruvalcaba)**

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement that the Board of Trustees approve the updated Oxnard School District Emergent Multilingual Learner Master Plan, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.2. Approval of Resolution #23-16 and Agreements #23-273 & #23-274 with SchoolsFirst for 403(b) and 457(b) Plan Administration (Mitchell/Núñez)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve Resolution #23-16 and Agreements #23-273 & #23-274 with SchoolsFirst Plan Administration to administer the district’s 403(b) and 457(b) plan, at no cost to Oxnard School District.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.3. Approval of Speech Language Pathologist Permit Waiver for Julissa Gonzalez to serve as a Speech Therapist at Ramona School for the 2023-24 School Year (Torres/Carroll)**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Speech Language Pathologist Permit Waiver for Julissa Gonzalez to serve as a Speech Therapist at Ramona School for the 2023-24 School Year , as presented.

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Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.4. Declaration of Need for Fully Qualified Educators for the 2024-2025 School Year (Torres/Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for the 2024-2025 school year and authorize its submission to the State of California Commission on Teacher Credentialing, as presented.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, 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/AR 5141.2 Administering Medication and Monitoring Health Conditions (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees receive the revisions to BP/AR 5141.2 Administering Medication and Monitoring Health Conditions for First Reading as presented. The revised policy will be presented for Second Reading and Adoption at the April 17, 2024 Board meeting.

**F.2. Second Reading and Adoption of BP 5141.5 Mental Health -New (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees adopt the new BP 5141.5 Mental Health at Second Reading, as presented.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**F.3. Second Reading and Adoption of BP/AR 5141.6 School Health Services (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees adopt the revisions to BP/AR 5141.6 School Health Services at Second Reading, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**F.4. Second Reading and Adoption of BP 5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees adopt the revisions to BP 5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification at Second Reading, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**Section G: CONCLUSION**

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

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

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

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

**G.3. ADJOURNMENT**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

Anabolena DeGenna, Ed. D.

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



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, March 15, 2024.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section A: Preliminary

### **Oath of Office (DeGenna)**

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The Oath of Office will be administered to Brian Melanephy, who was appointed on March 11, 2024 to fill the Oxnard School District Board of Trustees Area 2 vacancy.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

It is recommended that the Oath of Office be administered to newly appointed Board member Brian Melanephy, as outlined above.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section A: Preliminary

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

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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 Assistant 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:** March 20, 2024

**Agenda Section:** Section A: Preliminary

### **Closed Session**

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1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel
  - Existing Litigation:
    - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
    - Case #2023-CUOE015904
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
  
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Appointment
    - Director, Teaching and Learning

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section A: Preliminary

**Reconvene to Open Session (7:00 PM)**

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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:** March 20, 2024

**Agenda Section:** Section A: Preliminary

### **Report Out of Closed Session**

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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:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section A: Preliminary

### **Overview of the Five Year 2024-2029 Oxnard School District Transportation Plan (Mitchell/Galvan)**

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Administration will provide an overview of the Five Year 2024-2029 Oxnard School District Transportation Plan.

#### **FISCAL IMPACT:**

Information only.

#### **RECOMMENDATION:**

The Five Year 2024-2029 Oxnard School District Transportation Plan will be in consent section of this meeting for the Board's adoption.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Five Year 2024-2029 OSD Transportation Plan presentation \(4 pages\)](#)



## 2024-2029 Oxnard School District Transportation Plan

**Valerie Mitchell**  
Assistant Superintendent  
Business and Fiscal Services



# 2024-2029 Oxnard School District Transportation Plan

- As adopted in the 2023 Budget Proposal, Districts are now eligible for reimbursement of up to 60% of the costs for Home-to-School transportation.
- Initial Transportation Plan was discussed with staff, student, community, local transit authorities, local air pollution control, and air quality management district. The plan was made available for public input and feedback.
- Updated California Education Code (EC) Sections 39800.1 and 41850.1, effective January 2024, allows for districts to adopt multi-year transportation plans and no longer require Districts to present plan to the board annually. Plans may be updated as needed during the multi-year term.



# 2024-2029 Oxnard School District Transportation Plan

## Oxnard School District Transportation Plan

Oxnard School District (OSD) provides home-to-school student transportation services to all eligible PreK-8th grade students.

Students shall be eligible for free transportation services to and from the school's established bus stop if the distance between the student's home address and the student's school is beyond 1.5 miles for grades TK-5 and 2.0 miles for grades 6-8. Additional exceptions are made for certain major intersections throughout the district boundaries.

The transportation program is supported both with contracted services provided by Durham Transportation and OSD district transportation employees.

Transportation routes run daily Monday through Friday in the morning, early afternoon, late afternoon, and on Saturdays, as needed.

The Transportation Department works with our Special Education Department to provide transportation services to all eligible students.

The Pupil Services Department works with the Transportation Department and provides information on alternative modes of transportation in support of OSD's unhoused students.

The original transportation plan was shared with, and input sought from, the District's Parent Advisory Committee (PAC), PTA representatives, and community representatives. The district has discussed the plan with collective bargaining groups, district administrators, and students. The plan was shared with Ventura County and City of Oxnard transportation departments, the local air pollution control, and air quality management district for collaboration and feedback.



**Questions?**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 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:** March 20, 2024

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

### **Request for Approval of Out-of-State Conference Attendance (DeGenna)**

---

The Board's approval is requested for Carmen Vigil Maggiolo, District translator, to attend the American Association of Interpreters and Translators in Education's (AAITE) EDU-CON 2024 conference May 2-4, 2024 in Washington, DC. The AAITE Annual Conference is a place where professional translators and interpreters in education gather to share their expertise and promote language access in education.

#### **FISCAL IMPACT:**

Not to exceed \$2,000.00 to be paid out of the General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Carmen Vigil Maggiolo to attend the American Association of Interpreters and Translators in Education's (AAITE) EDU-CON 2024 conference May 2-4, 2024 in Washington, DC, as outlined.

#### **ADDITIONAL MATERIALS:**

**Attached:** [EDU-CON Program \(1 page\)](#)



## **EDU-CON 2024**

May 3-4, 2024 | Washington D.C.

# **Program**

### **May 2nd - Advocacy Day**

**AAITE On the Hill - All Day**

**Details to be Announced Soon**

**Edu-Con 2024 Registration: 3:00 p.m. - 6:00 p.m.**

### **May 3, 2024 - Edu-Con Day 1**

**Pre-Conference Sessions: 9:00 a.m. - 12:00 p.m.**

**Main Conference: 2:00 p.m. - 9:00 p.m.**

**Program Details to be Announced Soon**

### **May 4, 2024 - Edu-Con Day 2**

**Main Conference: 8:00 a.m. - 5:00 p.m.**

**Program Details to be Announced Soon**



**AAITE.ORG**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

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

### **Acknowledgement of Gifts (DeGenna)**

---

From Oxnard Educators Association, a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2024. Several individual classroom libraries also received a special book that was read to students on that day. As teachers, OEA members believe that reading is a joyous experience that broadens the horizons and enriches the lives of all students. The teachers of the Oxnard School District were delighted to spend approximately \$2,000 for this donation of books.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees acknowledge the donation from the Oxnard Educators Association as outlined above.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

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

### **Request for Approval of Out-of-State Conference Attendance (DeGenna/Hubbard)**

---

The Board's approval is requested for Danita Spence, Technology Services Technician, to attend the 2024 QUE (Q) Users Experience Conference in Novi, Michigan, scheduled from April 9 to April 11, 2024. This conference presents a valuable opportunity to engage with the Aequitas team, comprised of developers and support staff offering K-12 Student Information Systems. Attendees can enhance their Q skills through informative conference sessions conducted by leading experts and trainers from around the country. The knowledge gained will ultimately benefit the end users of the Oxnard School District.

#### **FISCAL IMPACT:**

Approximately \$2,075.00 for registration, travel, and lodging to be paid from the Information Technology Services Department Travel and Conference Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Chief Information Officer that the Board of Trustees approve out-of-state conference attendance for Danita Spence to attend the 2024 QUE (Q) Users Experience Conference in Novi, Michigan, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [QUE Users Experience Conference Flyer \(1 page\)](#)



# SAVE THE DATE Qtonians!

FOUR  
POINTS  
BY SHERATON

April 9, 10 & 11

2024



**QUE** NOVI, MICHIGAN  
User's EXPERIENCE More Details Coming Soon  
<https://qusersexperience.com/>

V2 Updated 09.20.23 JS

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

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

### **Enrollment Report (Mitchell)**

---

District enrollment as of February 29, 2024 was 13,508. This is 692 less than the same time last year.

#### **FISCAL IMPACT:**

N/A

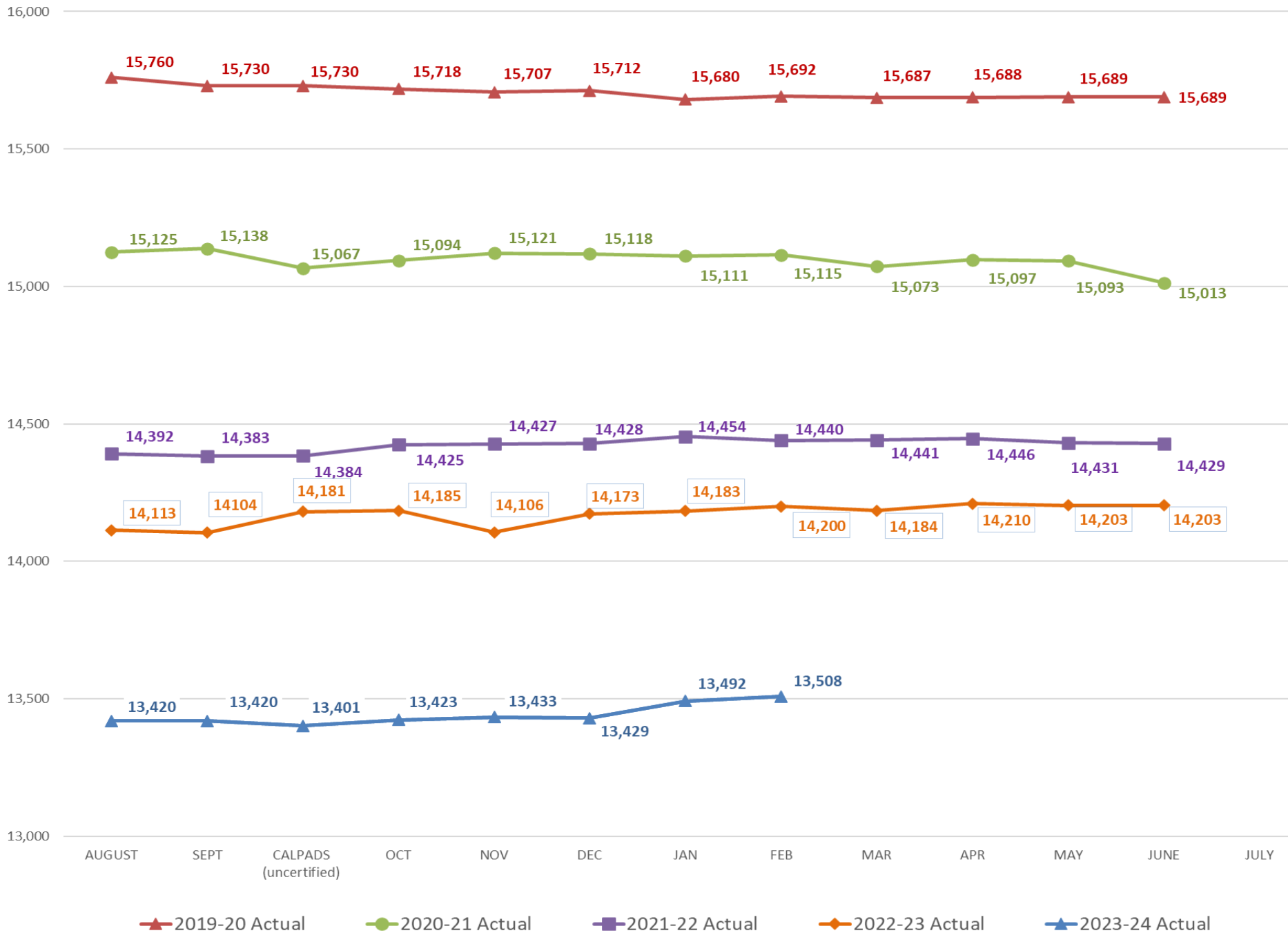
#### **RECOMMENDATION:**

Information only.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Graph-Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

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

### **Setting of Date for Public Hearing - Study and Update of the Statutory School Facility Fees Imposed on New Residential and Commercial/Industrial Construction (Mitchell)**

---

It is appropriate that the Board of Trustees set the date of Wednesday, April 17, 2024, for:

1. A public hearing on the Study and Update of the Statutory School Facility Fees Imposed on New Residential and Commercial/Industrial Construction; and
2. Consideration of a resolution concerning development fees on residential projects within the District's boundaries.

The hearing will take place in the Board Room at the Educational Service Center. This public hearing was previously noticed for the March 20, 2024 Board meeting but has been changed to April 17, 2024 Board meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees set the date of Wednesday, April 17, 2024, for a public hearing on the Oxnard School District Study and Update of the Statutory School Facility Fees Imposed on New Residential and Commercial/Industrial Construction.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Notice of Public Hearing \(1 page\)](#)



# OXNARD SCHOOL DISTRICT

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

## PUBLIC HEARING NOTICE

Oxnard School District  
Approving the Study and Update of the Statutory School Facility  
Fees Imposed on New Residential and Commercial/Industrial  
Construction Pursuant to Education Code Section 17620  
and Government Code Section 65995

PLEASE TAKE NOTICE that that the Board of Trustees ("Board") of the Oxnard School District ("School District") will hold a Public Hearing at its Regular Meeting to be held on April 17, 2024 to allow for public comment prior to consideration of its report titled "Residential and Commercial/Industrial Development School Fee Justification Study for Oxnard School District" ("Fee Study"), and consider adopting a resolution of the Board of the School District to update Statutory School Facility Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code Section 17620 and Government Code Section 65995. The Fee Study justifying such updates, which are incorporated herein by this reference, is on file at the School District's offices, located at 1051 South A Street, Oxnard, CA 93030, and is available for public review from April 5, 2024 through April 17, 2024.

PLEASE TAKE FURTHER NOTICE that the Public Hearing of the Oxnard School District, to be held April 17, 2024 will begin at 7:00pm or as soon thereafter as practicable, at the District Office Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030. These matters will be considered at such time as this agenda item is considered by the Board of the School District.

Any questions regarding the Fee Study or the public hearing should be directed to Valerie Mitchell, Assistant Superintendent of Business and Fiscal Services at (805) 385-1501, ext. 2401.

*Revision to Board Meeting Date*

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

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

### **Purchase Order/Draft Payment Report #23-08 (Mitchell /Franz)**

---

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

1. A listing of Purchase orders issued 2/06/2024 through 3/06/2024 for the 2023-2024 school year, for \$6,535,702.66.
2. There are no Draft Payments issued from 2/06/204 through 3/06/2024, for the 2023-2024 school year.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-08 as submitted.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #23-08 \(17 Pages\)](#)

**Includes Purchase Orders dated 02/06/2024 - 03/06/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP24-00054	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	MATL/SUP	130-9320	5,155.40
NP24-00055	Calif Dept Of Educ	640	SUP	130-9320	136.50
NP24-00056	Rip Van, Inc.	640	SUP	130-9320	3,148.80
NP24-00057	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	4,710.60
NP24-00058	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	2,265.95
P24-02420	Facilitron, Inc.	060	LCAP_1.24_ 5th gr. end of year Fieldtrip 6/12	010-5800	415.50
P24-02570	Hilton Anaheim	058	LCAP_1.24 Travel Expenses for 2024 CABE Lodging	010-5200	4,253.33
P24-03875	EKC ENTERPRISES, INC.	058	BOND- EQUIP (ROSE MPR)	215-4400	29,625.60
P24-03876	Koolmex Cj's BBQ	360	LCAP_ 3.01-Supplies	010-4300	1,612.67
P24-03877	Lakeshore Learning Materials	038	EQUIP/MTLS (TK CLASSROOMS)	350-4300	41,388.93
				350-4400	57,431.85
P24-03878	Lakeshore Learning Materials	038	EQUIP/MTLS (PRE-K CLASSROOMS)	350-4300	40,126.87
				350-4400	57,431.85
P24-03879	Lakeshore Learning Materials	038	EQUIP/MTLS (KINDER CLASSROOMS)	350-4300	19,873.86
				350-4400	28,715.93
P24-03880	Ashton Awards Inc Aswell Troph y	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	16.33
P24-03881	Ashton Awards Inc Aswell Troph y	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	17.99
P24-03882	Lowe's	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	130.71
P24-03883	Amazon Com	066	LCAP_1.24 - MATL/SUP-Instructional	010-4300	306.95
P24-03884	Amazon Com	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	217.31
P24-03885	Amazon Com	320	LCAP_1.20 Books New Teachers	010-4200	205.80
P24-03886	Amazon Com	057	LCAP_ 1.24 Materials and Supplies	010-4300	293.21
P24-03887	Amazon Com	055	LCAP_1.24_ KINDER SUPPLIES (MS. ORLINSKY)	010-4300	289.85
P24-03888	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	829.39
P24-03889	Amazon Com	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	120.16
P24-03890	Southwest Airlines	300	LCAP_1.19 Travel/Cal Ed Partners	010-5200	1,310.73
P24-03891	EKC ENTERPRISES, INC.	058	BOND/COMM MTL/ROSE AVE PROJ.-CLSRM INST	215-5800	4,537.33
P24-03892	Student Transportation America	050	LCAP 1_24- Service	010-5800	314.00
P24-03893	IXL LEARNING, INC	345	LCAP_1.05 SOFTWARE/APPS FOR MATH	010-5818	99,563.00
P24-03894	SCHOOL TECH SUPPLY	041	LCAP_1.24 (Mat-Sup) Laptop	010-4418	1,522.48
P24-03895	Ashton Awards Inc Aswell Troph y	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	1,950.11
P24-03896	AG Designs 805 Inc.	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	786.08
P24-03897	UNDERWOOD FAMILY FARMS LP	036	LCAP_1.24_ SERV (INST)	010-5800	664.00
P24-03898	CALIFORNIA GEOLOGICAL SURVEY S CHOO L REVIEW UNIT	630	Bond Funds / Fees/ M West ECDC	350-6171	4,800.00
P24-03899	CALIFORNIA GEOLOGICAL SURVEY S CHOO L REVIEW UNIT	630	Bond Funds / Fees/ Rose Ave ECDC	215-6171	4,800.00

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

**Includes Purchase Orders dated 02/06/2024 - 03/06/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-03900	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	1,009.13
P24-03901	Matt Oppenheimer Tutorific	380	SERV/ TUTORING- SPED GOAL 1.13	010-5100	25,000.00
				010-5800	25,000.00
P24-03902	Mission Linen Supply	640	RENTAL (LINEN RENTALSVC)	130-5500	14,000.00
				130-5600	6,000.00
P24-03903	DISCIPLINA POSITIVA, INC	050	SVC/ TITLE III - 1_24	010-5800	7,000.00
P24-03904	ALEXANDER NEVILLE FOUNDATION	385	SVC/ LCSSP GRANT	010-5800	10,000.00
P24-03905	KINGSMEN SHAKESPEARE COMPANY	315	SERV/ TITLE I - LCAP 1.11	010-5800	36,000.00
P24-03906	William Venegas Hip Hop Mindset	315	LCAP_1.06 SERV/ELOP	010-5800	100,000.00
P24-03907	CARNEGIE FOUNDATION FOR THE ADVANCEMENT OF TEACHING	300	LCAP_1.19_CONF/TRAVEL	010-5200	3,585.00
P24-03908	Gopher Sport	036	LCAP_1.24 Materials/Supplies	010-4300	1,260.10
P24-03909	STRATEGOS INTERNATIONAL LLC	610	MTLS/SUPL (PARACORDS)	010-4300	3,550.63
P24-03910	Petroleum Telecom Inc DBA Telecom	610	MTLS/SUPL (MARSHALL/ WALKIES)	010-4300	14,994.56
P24-03911	STAR OF CA, ERA ED	380	LCAP_1.13 SERV	010-5100	1,975,000.00
				010-5800	25,000.00
P24-03912	Ventura Co Office Of Education	380	SERV / LCAP 1_2.9 (HOME-HOSP)	010-5800	20,500.00
P24-03913	YAMINAH LEGOHN ART OF LEGOHN LLC	360	SERVICE/ LCAP_3.1	010-5800	419.00
P24-03914	HOPSKIPDRIVE INC.	620	SERV/SUPP TRNS	010-5103	75,000.00
				010-5803	25,000.00
P24-03915	Amazon Com	060	LCAP_1.13 MATL/SUP-Ins. Ms. Ruiz Romero (Sped)	010-4300	284.66
P24-03916	Amazon Com	041	LCAP_1.13(Mat-Sup) Mehle- RSP teacher allocation	010-4300	131.13
P24-03917	Amazon Com	055	LCAP_1.13_SUPPLIES FOR DHH (MORRISON)	010-4300	222.31
P24-03918	Amazon Com	051	LCAP_2.04 MAT/SUP Wellness Ctr.	010-4300	440.50
P24-03919	Amazon Com	059	LCAP_1.13 (Mat/Sup) J. Chavez	010-4300	252.41
P24-03920	Amazon Com	315	LCAP_1.06 MATL/SUPL	010-4300	108.22
P24-03921	Amazon Com	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	898.60
P24-03922	Amazon Com	036	LCAP_2.04 MAT/SUP for Wellness Ctr.	010-4300	1,075.58
P24-03923	Amazon Com	610	Ergonomic Materials Supplies	010-4300	1,568.09
P24-03924	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	367.07
P24-03925	Amazon Com	380	LCAP_1.30 Materials & supplies for Amanda Lee	010-4300	166.09
P24-03926	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	133.46
P24-03927	Amazon Com	059	LCAAP_1.13 (Mat/Sup)	010-4300	696.80
P24-03928	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	386.60

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





**Includes Purchase Orders dated 02/06/2024 - 03/06/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-03929	Amazon Com	055	LCAP_1.24_HEADPHONES -MS. SAMUDIO	010-4300	75.47
P24-03930	Amazon Com	055	LCAP_1.24 COMPOSITION BOOKS-TEACHER WATERS	010-4300	123.92
P24-03931	Amazon Com	055	LCAP_1.24 HEADPHONES 2ND GRD TEACHER	010-4300	895.29
P24-03932	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	261.35
P24-03933	Amazon Com	044	LCAP_1.24_MATL	010-4300	250.45
P24-03934	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	296.68
P24-03935	Amazon Com	032	LCAP 1.24 MATL-SUPL	010-4300	34.01
P24-03936	Amazon Com	032	LCAP_1.24 MATL SUPL (INST)	010-4300	129.03
P24-03937	Amazon Com	660	MATL/SUPP	010-4300	206.82
P24-03938	Amazon Com	055	LCAP_1.24_SUPPLIES FOR MR. LOPEZ ISRAEL	010-4300	39.48
P24-03939	PASADENA ROBLES ACQUISITION HI LTON PASADENA	040	LCAP_1.24 CONF/TRAV	010-5200	261.11
P24-03940	Manchester Grand Hyatt	300	LCAP_1.19_CONF/TRAVEL	010-5200	4,881.30
P24-03941	IMAGE APPAREL FOR BUSINESS	630	SERV (23-24 MAINT UNIFORMS)	010-5800	129.57
P24-03942	IMAGE APPAREL FOR BUSINESS	630	SERV (23-24 GROUNDS UNIFORMS)	010-5800	133.86
P24-03943	School Specialty Inc	003	stores supplies	010-9320	2,027.57
P24-03944	Southwest School & Office Sup	003	stores supplies	010-9320	5,396.24
P24-03945	Spicers Paper Inc	655	Materials and Supplies	010-4300	2,796.26
P24-03946	Children's Museum of Santa Barbara, MOXI	056	LCAP_1.24_Entance fee Moxi-the Wolf Museum	010-5800	282.00
P24-03947	Children's Museum of Santa Barbara, MOXI	032	LCAP_1.24-SERVICE FT	010-5800	576.00
P24-03948	Lakeshore Learning Materials	610	Ergonomic Materials and Supplies	010-4300	498.11
P24-03949	Lakeshore Learning Materials-V	066	LCAP_1.13 - Material and Supplies (G.Leon)	010-4300	74.04
P24-03950	Teachers Pay Teachers	380	LCAP_1.30 Materials & supplies for Natalie Gabrie	010-4300	189.64
P24-03951	Teachers Pay Teachers	380	LCAP_1.30 Materials & supplies for Alison Raigoza	010-4300	140.00
P24-03952	TRI-COUNTY OFFICE FURNITURE	036	LCAP_2.04 MAP/SUP for Wellness Ctr.	010-4300	3,750.52
				010-4400	9,547.45
P24-03953	TRI-COUNTY OFFICE FURNITURE	036	LCAP_2.04 MAP/SUP for Wellness Ctr.	010-4300	4,568.86
				010-4400	8,343.42
P24-03954	SCHOLASTIC-TEACHER STORE	052	LCAP_1.24 - MATL/SUPL-Inst	010-4200	365.89
P24-03955	Ashton Awards Inc Aswell Trophy	056	LCAP_1.24_AR Ribbons	010-4300	943.92
P24-03956	Monster Technology LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	2,381.65
P24-03957	MIND EDUCATION	052	LCAP_1.24 - MATL/SUPL-Inst	010-4300	1,818.63
P24-03958	Amazon Com	385	MAT/SUP- Children Books- Drifill Marisela Guillen	010-4200	161.31

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



**Includes Purchase Orders dated 02/06/2024 - 03/06/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-03959	Amazon Com	385	MAT/SUP Children Books- Driffill Marisela Guillen	010-4200	160.54
P24-03960	Amazon Com	385	MAT/SUP- Children Books- Driffill Marisela Guillen	010-4200	153.88
P24-03961	Amazon Com	385	MAT/SUP Children Books- Driffill Marisela Guillen	010-4200	135.27
P24-03962	Amazon Com	385	MAT/SUP Children Books- Driffill Marisela Guillen	010-4200	180.02
P24-03963	Amazon Com	003	MTLS/SUPPLIES (WHSE)	010-4300	52.35
P24-03964	Apple Computer Inc	004	MAT/SUP	010-4300	195.34
P24-03965	Curriculum Associates Inc	380	LCAP_1.13 MAT/SUPL	010-4300	854.09
P24-03966	GYROMANIA, LLC	300	LCAP_1.19 Blanket Purchase Order 2023-2024	010-4300	2,500.00
P24-03967	E3 Diagnostics Inc.	059	LCAP_1.13 (Computer Equipment over \$5k)	010-4418	4,764.90
P24-03968	Brainpop Com LLC	054	LCAP_1.24-subscriptions	010-5818	627.00
P24-03969	Chef's Toys & Star Rest Equip	640	MATL/4300	010-4300	1,084.63
P24-03970	Solution Tree	040	LCAP_1.24 CONF/TRAV	010-5200	769.00
P24-03971	SCHOOL TECH SUPPLY	051	LCAP_1.24 MAT/SUPPLIES	010-4318	92.76
P24-03972	SCHOOL TECH SUPPLY	660	Conference Room Monitor/TV	010-4418	4,820.60
P24-03973	ORIENTAL TRADING COMPANY	054	LCAP_1.24- matl/sup-instructional	010-4300	221.22
P24-03974	Super Duper Inc	380	LCAP_1.30 Materials & supplies for Justine Saucedo	010-4300	118.96
P24-03975	CDW G	004	LCAP_1.07_COMP SUP	010-4318	2,840.50
P24-03976	Chef's Toys & Star Rest Equip	640	MATL/ SUP	010-4400	5,612.27
P24-03977	PARS	600	SERV-PARS OSD agrmt 23-244	010-5800	5,000.00
P24-03978	PPG ARCHITECT COATINGS, LLC	003	stores supplies	010-9320	648.95
P24-03979	SCHOOL SERVICES OF CALIFORNIA, INC.	660	The Audit Challenge Updates and New Cons.	010-5200	550.00
P24-03980	EL POLLO NORTENO INC	300	LCAP_1.19 Blanket Purchased Order 2023-2024	010-4300	2,000.00
P24-03981	SCHOOL TECH SUPPLY	660	SCANNERS FOR BUDGET DEPT (STS CREDIT)	010-4418	9,176.87
P24-03982	SCHOOL SERVICES OF CALIFORNIA, INC.	660	FED. COMPLIANCE WEBINAR - 2.13.24	010-5200	275.00
P24-03983	SCHOOL SERVICES OF CALIFORNIA, INC.	660	MAY REVISION WEBINAR- 5/21/2024 - PN	010-5200	325.00
P24-03984	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	223.34
P24-03985	Amazon Com	051	LCAP_1.24 BOOKS (Instructional)	010-4200	72.15
P24-03986	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	182.44
P24-03987	Amazon Com	051	LCAP_1.24 BOOKS (Instructional)	010-4200	113.25
P24-03988	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	63.30
P24-03989	Amazon Com	051	LCAP_1.24 BOOKS (Instructional)	010-4200	86.93

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**Includes Purchase Orders dated 02/06/2024 - 03/06/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-03990	IMAGE APPAREL FOR BUSINESS	620	SERV (23-24 TRAN UNIFORMS - J.MARTINEZ)	010-5800	175.77
P24-03991	CN School & Office Sol, Inc Cui Iver-Newlin	044	LCAP_1.24 (EQUIP - OUTDOOR TABLES)	010-4300	6,195.26
P24-03992	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	8,623.76
P24-03993	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD- (PAV.REHAB- LOPEZ/MW/RAM)	140-5800	3,619.72
P24-03994	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD- (PAV.REHAB- RITCHEN)	140-5800	3,464.40
P24-03995	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD- (PAV.REHAB- KAM/MCA/SL)	140-5800	3,563.24
P24-03996	City Of Ventura Parks Administ ration	050	LCAP_1.24_SERV/TITLE 1	010-5800	577.50
P24-03997	Oxnard Chamber Of Commerce	100	Membership	010-5300	875.00
P24-03998	Petroleum Telcom Inc DBA Telec om	038	LCAP_1.24 MATL/SUPP-Walkies	010-4300	2,642.76
P24-03999	Perma Bound Books	048	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	010-4200	4,488.65
P24-04000	Perma Bound Books	051	LCAP_1.24 BOOKS (Instruction)	010-4200	9,231.67
P24-04001	Perma Bound Books	044	BOOKS OTHER THAN TEXTBOOKS LCAP_1.24	010-4200	19,992.00
P24-04002	Amazon Com	042	LCAP_1.24 MAT/SUPL	010-4300	98.48
P24-04003	Amazon Com	038	LCAP_2.04- MAT/SUP Wellness Center	010-4300	641.40
P24-04004	Amazon Com	038	LCAP_2.04 Wellness Center-PBIS-CalmingKitsGuillen	010-4300	254.21
P24-04005	Amazon Com	038	LCAP_2.04 Wellness Center, MAT/SUP	010-4300	1,062.59
P24-04006	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	738.52
P24-04007	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	836.03
P24-04008	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	848.32
P24-04009	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	245.31
P24-04010	Amazon Com	630	Grounds Materials and Supplies	010-4300	120.13
P24-04011	Amazon Com	630	Materials and Supplies	010-4300	116.69
P24-04012	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	774.32
P24-04013	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	272.07
P24-04014	Amazon Com	036	LCAP_1.24 MATL-SUPL (INST)	010-4300	417.76
P24-04015	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	359.34
P24-04016	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	572.95

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04017	Amazon Com	630	Materials and Supplies	010-4300	482.02
P24-04018	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	276.31
P24-04019	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	662.10
P24-04020	Amazon Com	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	611.63
P24-04021	Amazon Com	042	LCAP_1.24 MAT/SUPL	010-4300	405.41
P24-04022	Amazon Com	056	LCAP 1.24_ MATL/SUPPL INSTRUCTIONAL	010-4300	228.97
P24-04023	Amazon Com	056	LCAP 1.24_ MATL/SUPPL INSTRUCTIONAL	010-4300	74.42
P24-04024	Amazon Com	066	LCAP_1.24 - MATL/SUP-Instructional	010-4300	534.67
P24-04025	Varitronics, LLC	042	LCAP_1.24 MATL-SUPL	010-4300	988.65
P24-04026	Forbess Consulting Group, Inc FCG Environmental	630	Professional Service / Various Sites	010-5800	3,720.00
P24-04027	Hillyard Inc	630	Custodial Materials and Supplies	010-4300	265.67
P24-04028	Dial Security	630	Professional Service_Soria	010-5800	300.00
P24-04029	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Rental_Kamala Chiller	010-5600	10,500.00
P24-04030	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Professional Service / Frank	010-5800	3,385.00
P24-04031	Lowe's	630	Custodial Materials and Supplies	010-4300	733.61
P24-04032	Ferguson Enterprises Inc	630	Plumbing Equipment / Drifill	010-4400	1,135.65
P24-04033	Ferguson Enterprises Inc	630	Plumbing Equipment	010-4400	1,714.18
P24-04034	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	495.56
P24-04035	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	613.40
P24-04036	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	446.75
P24-04037	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	382.80
P24-04038	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	40.90
P24-04039	Amazon Com	315	LCAP_1.06 MATL/SUPL	010-4300	197.64
P24-04040	Amazon Com	315	LCAP_1.06 MATL/SUPL	010-4300	502.33
P24-04041	Amazon Com	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	913.92
P24-04042	Amazon Com	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	979.92
P24-04043	Amazon Com	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	525.56
P24-04044	Amazon Com	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	293.31
P24-04045	Hotel Shattuck	200	RECRUITMENT	010-5200	216.20
P24-04046	Embassy Suites San Luis Obispo	200	RECRUITMENT	010-5200	274.02
P24-04047	Brainpop Com LLC	066	LCAP_1.24 - Software-Instructional	010-5818	4,095.00
P24-04048	Raymond Geddes And Co Inc	054	LCAP_1.24-Matl/sup- instructional	010-4300	478.17

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04049	SCHOOL TECH SUPPLY	041	LCAP_2.04 (Comp Equip) Wellness Center	010-4318	1,821.18
				010-4418	5,275.66
P24-04050	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	715.59
				010-4400	868.54
P24-04051	Screencastify, LLC	004	SOFTWARE	010-5818	240.00
P24-04052	Lakeshore Learning Materials	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	111.35
P24-04053	School Life, div of ImageStuff	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	139.87
P24-04054	Brainpop Com LLC	066	LCAP_1.24 - Software-Instructional	010-5818	1,125.00
P24-04055	Ashton Awards Inc Aswell Troph y	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	15.24
P24-04056	Ashton Awards Inc Aswell Troph y	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	133.98
P24-04057	Rochester 100, Inc	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	254.01
P24-04058	Gopher Sport	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	343.76
P24-04059	SMART AND FINAL-C.I. BLVD	056	LCAP_1.24_Open order/ supplies	010-4300	218.50
P24-04060	THE STEPPING STONES GROUP LLC	380	SERV- LCAP_2.9 (SUPP STAFFING)	010-5100	261,944.00
				010-5800	25,000.00
P24-04061	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CTR.	010-4300	908.19
P24-04062	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	363.37
P24-04063	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CTR.	010-4300	264.11
P24-04064	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	205.07
P24-04065	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	739.39
P24-04066	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	501.33
P24-04067	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	906.89
P24-04068	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	229.30
P24-04069	Amazon Com	051	LCAP_2.04 MAT/SUPPLIES, WELLNESS CTR.	010-4300	483.60
P24-04070	Amazon Com	051	LCAP_2.04 MAT/SUPPLIES, WELLNESS CTR.	010-4300	1,383.58
P24-04071	Amazon Com	051	LCAP_2.04 MAT/SUPPLIES, WELLNESS CTR.	010-4300	625.91
P24-04072	Amazon Com	051	LCAP_2.04 MAT/SUPPLIES, WELLNESS CTR.	010-4300	722.75
P24-04073	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	173.47
P24-04074	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	219.84

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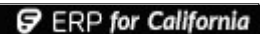
PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04075	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	120.59
P24-04076	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	70.40
				010-4400	1,849.08
P24-04077	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	1,537.02
P24-04078	Amazon Com	046	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	154.43
P24-04079	Amazon Com	046	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	297.53
P24-04080	Amazon Com	046	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	217.30
P24-04081	Amazon Com	055	LCAP_1.24_"FAMILY MATH NIGHT" ORLINSKY	010-4300	137.53
P24-04082	Amazon Com	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	1,050.73
P24-04083	Amazon Com	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	1,226.57
P24-04084	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	872.24
P24-04085	Lakeshore Learning Materials	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	217.41
P24-04086	Ashton Awards Inc Aswell Troph y	055	LCAP_1.24_ AFRICAN AMERICAN SPEECH CONTEST	010-4300	71.45
P24-04087	Printech	050	LCAP_1.24_Ink Supplies for Duplo Machines	010-4300	322.29
P24-04088	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SVC/ LEGAL AD- (RITCHEN MODERNIZATION)	215-6250	2,814.88
P24-04089	City Impact Inc	380	LCAP_2.09 SERV	010-5100	775,000.00
				010-5800	25,000.00
P24-04090	CUE, INC	042	LCAP_1.24 TRAVEL AND CONFERENCE	010-5200	778.00
P24-04091	SMART AND FINAL-C.I. BLVD	003	stores supplies	010-9320	304.44
P24-04092	CDW G	051	LCAP_1.24 COMPUTER EQUIPMENT	010-4418	1,862.25
P24-04093	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	360	LCAP_1.28-Supplies	010-4300	400.60
P24-04094	SCHOOL TECH SUPPLY	048	LCAP_2.04 EQUIP for Wellness Ctr	010-4418	1,101.44
P24-04095	SCHOLASTIC-BOOK FAIRS	052	LCAP_1.24 - MAT/SUPL-Instr	010-4200	156.05
P24-04096	SCHOLASTIC-BOOK FAIRS	052	LCAP_1.24 - MAT/SUPL-Instr	010-4200	102.61
P24-04097	Perma Bound Books	046	LCAP_1.24 BOOKS-SUPL (INST)	010-4200	2,120.19
P24-04098	SOFTCHOICE CORPORATION	004	SOFTWARE	010-5818	83,684.49
P24-04099	ORIENTAL TRADING COMPANY	315	LCAP_1.06 MATL/SUPL	010-4300	196.55
P24-04100	SCHOOL TECH SUPPLY	056	LCAP_1.24 Comp. Equip.	010-4418	1,159.80
P24-04101	Printech	052	LCAP_1.24 MATL-SUPL	010-4300	1,000.00
P24-04102	Apple Computer Inc	048	LCAP_2.04 EQUIP for Wellness Ctr	010-4300	1,473.15
				010-4418	2,810.06

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04103	ODP BUSINESS SOLUTIONS, LLC	038	LCAP_2.04 EQUIP Wellness Center-PBIS-Guillen	010-4418	795.60
P24-04104	ODP BUSINESS SOLUTIONS, LLC	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	1,085.92
P24-04105	Tom Rey Garcia dba/ Tomas Cafe & Gallery	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	213.42
P24-04106	Amazon Com	046	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	372.20
P24-04107	Amazon Com	046	LCAP_1.06 MATL-SUPL (ELOP)	010-4300	209.05
P24-04108	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	232.18
P24-04109	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	1,907.05
P24-04110	Amazon Com	055	LCAP_1.24SUPPLEMENTAL MATERIALS FOR MATH	010-4300	128.76
P24-04111	Verizon Select Services	001	COMM	010-5900	50.00
P24-04112	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04113	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04114	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	8,000.00
P24-04115	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	10,000.00
P24-04116	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04117	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04118	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04119	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04120	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04121	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04122	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04123	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04124	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04125	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04126	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04127	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	8,000.00
P24-04128	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	8,000.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04129	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	8,000.00
P24-04130	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	8,000.00
P24-04131	HOME COUNTY PIZZA INC DOMINO'S PIZZA	640	SUP	130-4700	5,000.00
P24-04132	PANERA BREAD COMPANY PANERA LL C	200	LCAP_1.15 MATL/SUPP (Recruitment)	010-4300	750.00
P24-04133	Amazon Com	345	LCAP_1.04_MTLS	010-4300	163.77
P24-04134	Amazon Com	003	stores supplies	010-9320	141.98
P24-04135	Amazon Com	003	stores supplies	010-9320	353.75
P24-04136	United Airlines, Inc	100	CONF - Flight arrangements	010-5200	401.19
P24-04137	MARGARITAVILLE RESORT PALM SPR INGS	042	LCAP_1.24 TRAVEL AND CONFERENCE	010-5200	1,428.62
P24-04138	Ventura Co Office Of Education	385	SERV/MAA (SESS SERVICES)	010-5800	132,914.56
P24-04139	Amazon Com	032	LCAP_1.24 MATL-SUPL	010-4300	372.42
P24-04140	Amazon Com	032	LCAP_1.24 (INST)-BKS OTHER THAN TXTBKS	010-4200	109.53
P24-04141	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	121.32
P24-04142	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXBKS	010-4200	245.63
P24-04143	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXBKS	010-4200	66.22
P24-04144	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXBKS	010-4200	179.34
P24-04145	Amazon Com	032	LCAP_1.24 MATL -SUPL-BKS OTHER THAN TXTBKS	010-4200	115.75
P24-04146	Amazon Com	032	LCAP_1.24 MATL-SUPL -BKS OTHER THAN TXTBS	010-4200	182.89
P24-04147	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	267.39
P24-04148	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	34.75
P24-04149	Amazon Com	050	LCAP_2.04 MATL-SUPL (Wellness Ctr. INST)	010-4300	577.96
P24-04150	Amazon Com	050	LCAP_2.04 MATL-SUPL (Wellness Ctr. INST)	010-4400	499.00
P24-04151	Amazon Com	050	LCAP_2.04 MATL-SUPL (Wellness Ctr. INST)	010-4300	562.84
P24-04152	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4300	243.69
P24-04153	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	137.10
P24-04154	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	124.83
P24-04154	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	28.79

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04155	Amazon Com	050	LCAP_2.04 MATL-SUPL (Wellness Ctr. INST)	010-4300	508.22
P24-04156	Amazon Com	050	LCAP_2.04 MATL-SUPL (Wellness Ctr. INST)	010-4300	154.91
P24-04157	Amazon Com	050	LCAP_2.04 MATL-SUPL (Wellness Ctr. INST)	010-4300	644.54
P24-04158	Amazon Com	050	LCAP_2.04 MATL-SUPL (Wellness Ctr. INST)	010-4300	234.30
P24-04159	Amazon Com	050	LCAP_2.04 MATL-SUPL (Wellness Ctr. INST)	010-4300	185.62
P24-04160	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	279.28
P24-04161	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	185.75
P24-04162	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	258.49
P24-04163	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	1,089.36
P24-04164	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	383.03
P24-04165	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	788.39
P24-04166	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CTR.	010-4300	387.20
P24-04167	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	270.85
P24-04168	Amazon Com	032	LCAP_1.24 MATL-SUPL	010-4300	389.95
P24-04169	Amazon Com	032	LCAP_1.24 MATL SUPL BKS OTHER THAN TXTBKS	010-4200	222.47
P24-04170	Ventura Co Office Of Education	380	LCAP_2.9 (SERV) (BA072912)	010-5800	23,800.00
P24-04171	Toppers Pizza Place	200	LCAP_1.15 MATL/SUPP (Recruitment-Admin)	010-4300	750.00
P24-04172	LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS	050	LCAP_1.24 BOOK/REF MATL	010-4300	718.32
P24-04173	Cardea Services	300	LCAP_1.09- Conf	010-5200	1,500.00
P24-04174	LITERACY RESOURCES	057	LCAP_1.24 Materials and Supplies	010-4200	1,166.79
P24-04175	Ruben Napoles dba. Fine Touch Company	050	LCAP_2.04 MATL-SUPL (Wellness Ctr. INST)	010-4300	1,061.91
P24-04176	Amplify Education, Inc	355	LCAP_1.05 BOOKS FOR MATH	010-4200	734.16
P24-04177	NANCY PAULSON EXTREME MATH	315	LCAP_1.06 MATL/SUPL	010-4300	1,349.24
P24-04178	School Datebooks	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	2,344.46
P24-04179	Lakeshore Learning Materials	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	782.23
P24-04180	TOM HENSON HENSON MUSIC CENTER	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	436.76
P24-04181	Demco Inc	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	227.52

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**Includes Purchase Orders dated 02/06/2024 - 03/06/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04182	Pioneer Chemical Co	003	stores supplies	010-9320	1,095.07
P24-04183	Southwest Plastic Binding Co S outhwest Binding & Laminating	655	Materials and Supplies	010-4300	1,519.10
P24-04184	School Health Corporation	003	stores supplies	010-9320	857.39
P24-04185	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	7,946.95
P24-04186	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	059	LCAP_1.24 (Mat/Sup)	010-4300	769.90
P24-04187	Astra Industrial Services In	630	LCAP_1.06_Equipment / ELOP Backflow	010-4400	7,290.90
P24-04188	SchoolPosters.com LLC	042	LCAP_2.04 MATL-SUPL Wellness Ctr. Fremont	010-4300	499.60
P24-04189	Uline	315	LCAP_1.06 Mtrl/Sup	010-4300	1,537.70
P24-04190	Grainger Inc	003	stores supplies	010-9320	1,835.07
P24-04191	Ventura Co Office Of Education	600	LCAP_4.04 SERV-Annual SIS agmt 23-24	010-5800	253,007.08
P24-04192	Veritiv Operating Company	003	stores supplies	010-9320	3,792.94
P24-04193	Legends of Learning, Inc.	315	LCAP_1.06 Software	010-5818	93,000.00
P24-04194	Ashton Awards Inc Aswell Troph y	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	47.98
P24-04195	ORIENTAL TRADING COMPANY	057	LCAP_1.24 Materials and Supplies	010-4300	815.22
P24-04196	Vortex Industries, Inc	630	LCAP_1.06_Prof Service / ELOP Roll up Door	010-5800	1,516.83
P24-04197	Ccp Industries	003	stores supplies	010-9320	939.55
P24-04198	Lakeshore Learning Materials	055	LCAP_1.24 CLASSROOM SUPPLIES FOR K/CANALES	010-4300	251.11
P24-04199	Amazon Com	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	73.80
P24-04200	GOLD COAST GLASS INC	630	LCAP_1.06_Mats/Supplies / Windows Glass	010-4300	1,253.70
P24-04201	Dial Security	630	LCAP_1.06 SERV/ELOP	010-5800	695.00
P24-04202	Amazon Com	044	BOOKS OTHER THAN TEXTBOOKS LCAP_1.24	010-4200	117.57
P24-04203	Amazon Com	044	BOOKS OTHER THAN TEXTBOOKS LCAP_1.24	010-4200	138.77
P24-04204	Amazon Com	044	BOOKS OTHER THAN TEXTBOOKS LCAP_1.24	010-4200	46.38
P24-04205	COSTCO WHOLESALE CORPORATION	038	LCAP_2.04 MAT/SUPPLIES- -PBIS/Awards-Wellness Ctr.	010-4300	2,000.00
P24-04206	Southwest School & Office Sup	003	stores supplies	010-9320	1,328.48
P24-04207	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	201.94
P24-04208	Amazon Com	055	LCAP_1.24 SUPPLIES FOR OFFICE	010-4300	404.27
P24-04209	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	777.90
P24-04210	SANTA BARBARA ZOO	066	LCAP_1.24-Service-Instructional	010-5800	384.00
P24-04211	Walmart	050	LCAP_1.24 MATL-SUPL	010-4300	655.50
P24-04212	Calif Assn Of Latino Supt & Ad	040	LCAP_1.24 CONF/TRAV	010-5200	599.00
P24-04213	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (MARSHALL- WINDOW COVERINGS)	010-4300	966.71

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**Includes Purchase Orders dated 02/06/2024 - 03/06/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04214	SVC Redondo Beach TRS LLC Sone sta Redondo Beach & Marina	040	LCAP_1.24 CONF/TRAV	010-5200	374.95
P24-04215	CONSTRUCTION TESTING & ENG DBA UNIVERSAL ENG. SCIENCE	630	BOND/BLDG/SPEC TEST-INSP. SVCS/DRI ECDC	215-6280 350-6280	14,322.50 14,322.50
P24-04216	Chumash Indian Museum	056	LCAP_1.24_Entrance Chumas Indian Museum on 4/30	010-5800	360.00
P24-04217	Urbane Cafe Alex Bello-Mgr	054	LCAP_1.24- matl/sup-Instructional	010-4300	303.59
P24-04218	ODP BUSINESS SOLUTIONS, LLC	044	LCAP_1.24_MATL	010-4300	381.02
P24-04219	ODP BUSINESS SOLUTIONS, LLC	044	LCAP_1.24_MATL_	010-4300	64.62
P24-04220	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	176.45
P24-04221	Amazon Com	054	LCAP_1.24- Matl/sup-instructional	010-4300	651.47
P24-04222	Amazon Com	044	LCAP_1.24_MATL_	010-4300	483.80
P24-04223	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	6,396.30
P24-04224	Amazon Com	042	LCAP_1.24 MAT/SUPL	010-4300	210.64
P24-04225	CROWN CASTLE INTL CORP. SUNESY S	004	SERV/ERATE (WAN SVCS 2023-2026)	010-5800	364,800.00
P24-04226	TRICORE ENTERPRISES INC dba/QU IEL SCHOOL SIGNS	630	ONGOING-MAJOR MAINT/SERV (MARQUEE SIGN PROJECT)	010-5800	1,117,000.00
P24-04227	Amazon Com	042	LCAP_2.04 MATL-SUPL Wellness Ctr. Fremont	010-4300	508.69
				010-4400	544.67
P24-04228	Amazon Com	630	Materials and Supplies	010-4300	34.21
P24-04229	Amazon Com	042	LCAP_2.04 MAT/SUP Wellness Ctr. Fremont	010-4300	464.72
				010-4400	581.94
P24-04230	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	136.47
P24-04231	Amazon Com	051	LCAP_1.24 BOOKS (Instructional)	010-4200	46.03
P24-04232	Amazon Com	200	MATL/SUPP (RECRUITMENT)	010-4300	47.13
P24-04233	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	149.45
P24-04234	Amazon Com	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	40.26
P24-04235	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	517.92
P24-04236	Amazon Com	053	LCAP_1.24- Materials/Supplies-Instructional	010-4300	521.72
P24-04237	Vortex Industries, Inc	630	Professional Service / Soria	010-5800	1,550.86
P24-04238	SCHOOL TECH SUPPLY	620	LCAP_4.04 COMPUTER EQUIP/ SUPPL	010-4318	1,275.24
				010-4418	1,389.01
P24-04239	Hillyard Inc	630	Custodial Materials and Supplies	010-4300	265.67
P24-04240	Lakeshore Learning Materials	345	LCAP_1.08-Supplies-TOSA	010-4300	208.60
P24-04241	ESGI	066	LCAP_1.24- SOFTWARE-INSTRUCTIONAL	010-5818	259.00
P24-04242	Urbane Cafe Alex Bello-Mgr	042	LCAP_1.09 MATL-SUPL	010-4300	846.69
P24-04243	Spicers Paper Inc	655	Materials and Supplies	010-4300	1,228.52
P24-04244	Foundation Building Matls, LLC	630	LCAP_1.06 MATS SUPS/ELOP	010-4300	1,479.25

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04245	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies	010-4300	523.30
P24-04247	Amazon Com	380	LCAP_1.30 Materials & supplies for Amanda Lee	010-4200	107.10
P24-04248	Amazon Com	380	LCAP_1.30 Materials & supplies for Betty White	010-4200	23.81
P24-04249	SALINAS & SONS ROOTER SERVICE	630	Plumbing Repair / Ritche	010-5645	675.00
P24-04250	SALINAS & SONS ROOTER SERVICE	630	Plumbing Repair / Frank	010-5645	850.00
P24-04251	CDW G	044	MATERIALS & SUPPLIES LCAP_1.24	010-4418	2,036.42
P24-04252	CUE, INC	060	LCAP_1.24 MATL/SUP CUE Conference Registration	010-5200	389.00
P24-04253	HYATT REGENCY SUITES- PALM SPRINGS	060	LCAP_1.24 MATL/SUP CUE Conference Hotel	010-5200	2,039.96
P24-04254	UNDERWOOD FAMILY FARMS LP	053	LCAP_1.24-SERV.-Instructional	010-5800	1,080.00
P24-04255	GENESIS FLOOR COVERING INC	630	Def. Maint/Prof Service/ Marshall	140-5800	10,936.51
P24-04256	TRI-COUNTY OFFICE FURNITURE	055	LCAP_2.04 EQUIP/MAT/SUP FOR WELLNESS CTR	010-4300	4,782.59
				010-4400	3,439.76
P24-04257	FOLLETT SCHOOL SOLUTIONS, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4300	5,899.50
P24-04258	Petroleum Telecom Inc DBA Telecom	051	LCAP_1.24 EQUIPMENT	010-4300	1,327.28
P24-04259	THE PAINTED PONY FARM	060	LCAP_1.24 MATL/SUP-Ins. TK Fieldtrip 4/26	010-5800	365.00
P24-04260	SANTA BARBARA ZOO	032	LCAP_1.24 MATL-SUPL-SERV	010-5800	576.00
P24-04261	Cream Co. LLC	640	SUP	130-4700	13,214.00
P24-04262	C BELOW INC.	630	BOND-CPTK/BLDG/UTIL INVESTIGATION SVCS/DRI ECDC	215-6140	4,215.00
				350-6140	4,215.00
P24-04263	TRI-COUNTY OFFICE FURNITURE	315	LCAP_1.06 ELOP MATL/SUPL	010-4400	16,046.00
P24-04264	SCHOOL TECH SUPPLY	385	LCAP_2.04 EQUIP- MHSPD grant	010-4318	3,079.64
				010-4418	11,794.97
P24-04265	Bound to Stay Bound Books Inc	053	LCAP_1.24/ Books-Instructional	010-4200	3,113.29
P24-04266	EDWARD JOHN SAN JUAN dba. APPLIED INK S. P. S.	041	LCAP_1.24 (Mat-Sup) Lost Boyz & Bellez	010-4300	740.33
P24-04267	EDWARD JOHN SAN JUAN dba. APPLIED INK S. P. S.	041	LCAP_1.24(Mat-Sup) Lost Boyz & Bellez Club	010-4300	729.63
P24-04268	EDWARD JOHN SAN JUAN dba. APPLIED INK S. P. S.	041	LCAP_1.24(Mat-Sup) Lost Boyz & Bellez	010-4300	111.05
P24-04269	School Nurse Supply Co	066	LCAP_1.24 - MATL/SUP-Instructional	010-4300	76.24
P24-04270	Perma Bound Books	066	LCAP_1.24-Books other than Textbooks-Instr.	010-4200	2,740.28
P24-04271	THE HOSE-MAN	620	LCAP_4.04 MATRL / SUPPL	010-4300	1,000.00
P24-04272	COMPUWAVE	066	LCAP_1.24-MATL/SUP-Instructional	010-4300	1,336.13
P24-04273	Amazon Com	620	LCAP_4.04 SPPL EMERGENCY/OFFICE	010-4300	1,349.42

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**Includes Purchase Orders dated 02/06/2024 - 03/06/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04274	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	275.65
P24-04275	ODP BUSINESS SOLUTIONS, LLC	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	1,124.64
P24-04276	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	486.01
<b>Total Number of POs</b>			<b>408</b>	<b>Total</b>	<b>6,535,702.66</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	367	6,016,865.44
130	CAFETERIA FUND	27	168,631.25
140	DEFERRED MAINTENANCE FUND	4	21,583.87
215	BOND FUND MEASURE I 2022	6	60,315.31
350	COUNTY SCHOOL FACILITY FUND	6	268,306.79
<b>Total</b>			<b>6,535,702.66</b>

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Includes Purchase Orders dated 02/06/2024 - 03/06/2024

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-01685	42,656,987.44	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRAC	.00
		215-6270	BOND FUND MEASURE I 2022/MAIN BUILDING CONTRAC	32,500.00
			Total PO P22-01685	32,500.00
P24-00245	874.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	327.75
P24-00291	4,384.50	010-5632	GENERAL FUND/REPAIRS	500.00
P24-00303	11,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	380.17
P24-00330	6,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	1,000.00
P24-00332	2,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P24-00338	9,100.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	900.00-
P24-00340	50,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P24-00341	8,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	1,500.00-
P24-00344	500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P24-00355	4,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P24-00358	24,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P24-00362	4,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	2,000.00
P24-00368	2,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P24-00383	15,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P24-00410	1,500.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	500.00
P24-00411	2,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P24-00417	2,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P24-00421	500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P24-00451	6,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P24-00452	23,100.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,048.00
P24-00458	1,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P24-00465	1,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P24-00476	10,000.00	010-5632	GENERAL FUND/REPAIRS	878.11
P24-00553	10,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,028.92
P24-00607	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-00843	2,857.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	790.41
P24-00884	1,638.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25
P24-00892	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-00949	1,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00
P24-00958	2,968.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	783.32
P24-00966	4,046.75	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	477.42
P24-01193	100,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00-
P24-01194	100,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00-
P24-01199	80,000.00	130-4700	CAFETERIA FUND/FOOD	70,000.00-
P24-01209	100,000.00	130-4700	CAFETERIA FUND/FOOD	70,000.00
P24-01215	80,565.88	130-4700	CAFETERIA FUND/FOOD	50,000.00
P24-01216	80,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00
P24-01227	3,000.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	1,500.00
P24-01230	100,000.00	130-4700	CAFETERIA FUND/FOOD	69,117.42

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Includes Purchase Orders dated 02/06/2024 - 03/06/2024

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P24-01376	80,000.00	130-4700	CAFETERIA FUND/FOOD	70,000.00-
P24-01379	1,640.50	130-4700	CAFETERIA FUND/FOOD	8,359.50-
P24-01380	6,210.00	130-4700	CAFETERIA FUND/FOOD	3,790.00-
P24-01788	154.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P24-01915	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P24-02001	4,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	1,000.00
P24-02132	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P24-02531	327.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	218.50
P24-02568	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P24-02612	70,400.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	45,400.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,200.00-
			Total PO P24-02612	37,200.00
P24-02616	95,700.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	49,700.00
P24-02741	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	506.25
P24-02899	1,819.95	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	245.70
P24-03061	1,150.92	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	287.73
P24-03300	962.70	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	286.20
P24-03429	263.82	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	81.23
P24-03503	4,856.00	130-4700	CAFETERIA FUND/FOOD	4,356.00
P24-03582	1,300.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	120.00
P24-03674	237.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	25.91-
P24-03682	214.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.40-
P24-03708	896.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	115.69-
P24-03710	44.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	38.27-
P24-03711	245.21	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	13.10-
P24-03731	460.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	48.68-
P24-03808	61.08	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.82-
P24-03824	882.73	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	291.00
P24-03829	615.11	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10.72
P24-03835	566.08	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	77.50-
P24-03838	292.86	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	57.31
P24-03863	2,110.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	10.00
P24-03864	2,110.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	10.00
			<b>Total PO Changes</b>	<b>131,624.54</b>

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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

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

### **Adoption of Five Year 2024-2029 Oxnard School District Transportation Plan (Mitchell/Galvan)**

In accordance with updated Education Code Sections 39800.1 and 41850.1, the District shall develop a multi-year transportation plan describing the transportation services it will offer to its pupils and how it will prioritize planned transportation services for pupils. The plan shall be adopted by the local educational agency's governing board on or before April 1, 2024 and updated at the expiration of the multi-year term or when significant changes to the multi-year plan become necessary.

#### **FISCAL IMPACT:**

Per AB 181 Home to School Transportation Reimbursement Program funding will be paid to the District in the amount of \$2,161,018.00.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Transportation that the Board of Trustees adopt the Five Year 2024-2029 Oxnard School District Transportation Plan, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [OSD Five Year 2024-2029 Transportation Plan \(1 page\)](#)



## Oxnard School District Transportation Plan Five Year 2024-2029

### Transportation Services:

1. Oxnard School District's (OSD) student population is 91% social economically disadvantaged. The Board of Trustees of the Oxnard School District as a matter of choice and policy, provides transportation for students under provisions of State Law and Regulations. Although the State Law does not require home-to-school transportation, OSD provides home-to-school pupil transportation services to all eligible PreK-8th grade students. The transportation program is supported both with contracted services provided by Durham Transportation and OSD transportation employees. There are currently 57 home-to-school routes, 20 servicing Special Education students only, and 37 servicing both Special Education and General Education Students. Transportation bus routes run daily, Monday through Friday, in the morning, early afternoon, late afternoon, and on Saturdays as needed. Free transportation is provided for all students who participate in District sponsored field trips, athletic competitions, and Migrant Education. The County of Ventura offers free bus pass services for middle school students of OSD. Oxnard's Gold Coast Transit also provides free transportation to OSD students.

2. The Transportation Department works with our Special Education Department to provide transportation services to all eligible students with disabilities. Preliminary student transportation numbers for the subsequent school year are received in June and then updated by August 1st to finalize bus routes. The Pupil Services Department works with the Transportation Department and provides information on alternative modes of school transportation in support of OSD's homeless youth.

3. All OSD students are eligible for free transportation services if certain criteria are present. Eligibility criteria is based on the home address provided to either the Enrollment Center or the students home school. Students shall be eligible for free transportation services to and from school established bus stop, if the distance between the student's home address and the student's school is beyond 1.5 miles for grades TK-5 and 2.0 miles for grades 6-8. Additional exceptions are made for certain major intersection throughout the district boundaries.

### Consultations:

The initial transportation plan was shared with and input sought from the District's Parent Advisory Committee which is made up of parents, PTA representatives, and community representatives along with the district's collective bargaining group representatives, district administrators, and students. The plan was also shared with the Ventura County and City of Oxnard transportation departments, the Local Air Pollution Control and Air Quality Management District for collaboration and feedback.

### Revenue Calculation

Total 2022-23 Transportation Expenses (Function 3600)	\$	5,617,351.18
Less Capital Outlay (object 6XXX, Function 3600)	\$	-
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	\$	-
Estimated 60% Reimbursement	\$	3,370,410.71
Less 2022-23 Transportation add-on (from LCFF Calculator)	\$	1,209,393.00
<b>Total Revenue (Object 8590, Resource 0000)</b>	<b>\$</b>	<b>2,161,017.71</b>
<b>Expenditures and Other Financing Uses</b>		
2000-2999 - Classified Salaries	\$	976,726.15
3000-3999 - Employee Benefits	\$	484,236.97
4000-4999 - Books and Supplies	\$	140,135.84
5000-5999 - Services and other Operating Expenditures	\$	4,016,252.22
6000-6999 - Capital Outlay	\$	-
7000-7999 - Other Outgo	\$	-
<b>Total Expenditures</b>	<b>\$</b>	<b>5,617,351.18</b>

**Board Approval Date:** March 20, 2024

The Transportation Plan and Revenue Calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

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

### **Approval of Change Order #002 to Agreement #22-230 with Enviroplex for the Driffill ECDC Project (Mitchell/Miller/CFW)**

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At its regularly scheduled meeting on April 19, 2023, the modular contract for the Driffill ECDC Project was awarded to Enviroplex by the Board of Trustees.

It was noted that weld plates were not included in the quote. In addition, the TV mounts and associated work were not originally quoted. This Change Order is to provide those items required for the installation of the new classrooms.

#### **FISCAL IMPACT:**

Funds in the amount of \$123,225.48 to be paid out of the Master Construct and Implementation Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Change Order #002 to Agreement #22-230 with Enviroplex, in the amount of \$123,225.48 to be paid from Master Construct and Implementation Funds.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #22-230, Enviroplex \(49 Pages\)](#)



# CHANGE ORDER

Date: 03/20/2024

CHANGE ORDER NO. 2

PROJECT: Driffill ECDC Modular Project  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 22-230

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

ARCHITECT: Flewelling Moody  
815 Colorado Blvd #200  
Los Angeles CA 90041

CONTRACTOR: Enviroplex  
4777 E. Carpenter Road  
Stockton CA 95215

Architects Proj. No.: 3057  
D.S.A. File No.: 56-22  
D.S.A. App. No.: 03-123351

Attn: Gaylene Givens

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.....	\$ 5,000,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ (802,780.00)
ADJUSTED CONTRACT SUM.....	\$ 4,197,220.00
<b>NET CHANGE – Change Order #2</b> .....	<b>.....\$ 123,225.48</b>

Total Change Orders to Date: .....\$ (679,554.52)

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.....\$ 4,320,445.48

Commencement Date: .....April 19, 2023

Original Completion Date: .....October 5, 2024

Original Contract Time: .....517 Calendar Days

Time Extension for all Previous Change Orders: .....0 Days

Time Extension for this Change Order: .....0 Days

Adjusted Completion Date: .....October 05, 2024

Percentage ..... (0.001%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Furnish weld plates and TV mounts		\$123,225.48		
2.					
3.					
4.					
5.					
6.					
	Totals		\$123,225.48		

Total Change Order No. 2 ..... \$ 123,225.48

*\*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: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSTRUCTION SERVICES  
TO PROVIDE FULL MODULAR BUILDING DESIGN AND CONSTRUCTION SERVICES FOR 10  
MODULAR CLASSROOMS TO BE CONSTRUCTED AT  
DRIFFILL ELEMENTARY SCHOOL  
FACILITIES CONSTRUCTION PROJECT**

This Agreement for Construction Services (“Agreement”) is entered into as of this **20th** day of **April, 2023**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Enviroplex, Inc** (“Consultant”), a California corporation with a business address located at 4777 E. Carpenter Road, Stockton, CA 95215. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

**RECITALS**

**A.** District is authorized by California Government Code section 53060 and District’s Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

**B.** Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

**C.** The Parties desire to formalize the assignment of the Consultant for performance of services and desire the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**OPERATIVE PROVISIONS**

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from April 20, 2023 through December 31, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Driffill School New Modular Kindergarten Construction Project, 910 S E St., Oxnard, CA 93033** (“Project”), as described in **RFQ/P #22-02 Proposal**.

4. **Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is December 31, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
5. **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
6. **Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice.
7. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit "D,"** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction ("AHJ") including, but not limited to, the Division of the State Architect ("DSA"), the Office of Public School Construction ("OPSC"), the State Facilities Planning Division ("SFPD"), California Department of Education ("CDE"), the California Department of General Services ("DGS"), the Department of Toxic Substance Control ("DTSC"), the California Environmental Quality Act ("CEQA"), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

**8. Responsibilities of District.**

- a) District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District's Program Manager, Caldwell Flores Winters, Inc. ("Program Manager"). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

9. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
10. **Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
  - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
11. **Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.
12. **Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.
13. **Default.**
- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
  - b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate



of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

- 14. Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement (collectively and individually, the “Documents”) shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. Consultant’s Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of Services pursuant to this Agreement for a minimum of four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.
  - a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
  - b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant’s address indicated for receipt of notices in this Agreement.
  - c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 17. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- a) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

**18. Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

**19. Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

- a) Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the Services performed hereunder.
- b) District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

**20. Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

- a) Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it  does  does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

**21. Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

**22. Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by District.

**23. Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**24. Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBES”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

**25. Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

26. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
27. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
28. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.
29. **Indemnification.**
- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation



to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

 (Initials)

**30. Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**

**31. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Karling Aguilera-Fort, Superintendent  
Re: Driffill School New Modular Kindergarten Construction Project

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Sr. Program Manager  
521 N 1<sup>st</sup> Avenue  
Arcadia, CA 91006  
Attention: Rick Ostrander  
Telephone: (626) 829-8300  
Email: [rostrander@cfwinc.com](mailto:rostrander@cfwinc.com)

**To Consultant:** Enviroplex, Inc  
Attention: David Duggins, Director  
4777 #. Carpenter Road  
Stockton, CA 95215  
Telephone: (209) 992-7204  
Email: [David.Duggins@enviroplex.com](mailto:David.Duggins@enviroplex.com)

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

**32. Disputes.** Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA

Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 33. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT:**

**ENVIROPLEX, INC.**

Lisa A. Franz  
Signature

[Signature]  
Signature

Lisa A. Franz, Director of Purchasing  
Typed Name/Title

DAVID DUBBINS Director  
Typed Name/Title

5-3-23  
Date

4/27/23  
Date

Tax Identification Number: 68-0258325

**EXHIBIT "A"**

**COMPENSATION & RATE/FEE SCHEDULE**

**I. The following rates of pay shall apply in the performance of the Services under this Agreement:**

**Total Not to Exceed Fee = \$5,000,000.00**

**II.** Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

**III.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

**A. Travel and Mileage.** Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the Project site will not be approved for reimbursement.

**B. Reimbursable Reprographic Services.** Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

**C. Fees for Subcontractors.** Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

**D.** Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

**IV.** Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

**A.** Acceptable back-up for billings shall include, but not be limited to:

- a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
- b.** Records for all supplies, materials and equipment properly charged to the Services.
- c.** Records for all travel pre-approved by District and properly charged to the Services.
- d.** Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit "A"



Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**The total compensation for the Services shall be provided for in this Agreement.**

**V. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Exhibit "A"

## EXHIBIT "B"

### INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's counsel, in full force and effect throughout the Term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.**

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

A. **All Policies.** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified mail, return receipt requested, has been given to District.

B. **General Liability, Automobile Liability, and Abuse/Molestation Coverages.**

(1) District, and its Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

**III. Other Requirements.** Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its Board members, officers, officials, employees, agents, and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Exhibit "B"

## EXHIBIT "C"

### **BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS**

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's ("District") Purchasing Office prior to the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: Adolfo Gamino

Title: Field Service Manager

AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 04/27/2023

Proper Name of Consultant: Enviroplex

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

By: David Duggins

Its: Director

**EXHIBIT "D"**

**SCOPE OF SERVICES**

**Outlined Attached Proposal from Enviroplex, Inc., dated March 17, 2023**

**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-02**

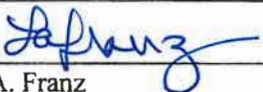
**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: 5-3-23

By: 

Lisa A. Franz  
Director of Purchasing



REQUEST FOR QUALIFICATIONS AND PROPOSAL  
MODULAR CONSTRUCTION SERVICES FOR THE  
NEW KINDERGARTEN CLASSROOMS  
CONSTRUCTION PROJECT



ENVIROPLEX, INC.  
RESPONSE TO RFQ/P  
MARCH 17, 2023



March 17, 2023

Mr. Rick Ostrander  
CFW  
Oxnard School District

Dear Mr. Ostrander:

Thank you for giving Enviroplex, Inc., the opportunity to submit its Response to the Oxnard School District's RFQ/P for Pre-Fabricated Building Manufacturers for the new Kindergarten Classrooms Construction Project.

Enviroplex, Inc., is a wholly owned subsidiary of McGrath, a publicly traded Corporation. We have been in business for over thirty consecutive years with never a stop notice or lien issued. We've supplied California school districts with every building type from stand-alone 24x40 classrooms to customized science labs to administration buildings to twenty-thousand square foot two-story multi-functional learning centers.

Pursuant to the RFQ/P's criteria, Enviroplex, Inc., hereby attests:

**Enviroplex received a copy of the District's form of Agreement for Modular Services ("Agreement") attached as Attachment A to the RFQ/P. Enviroplex has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, Enviroplex has objections to the use of the Agreement, listed as follows or as contained in the appendix to this Submittal.**

**Enviroplex certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.**

Enviroplex certifies no firm official or employee has ever been convicted of an ethics violation.

Enviroplex acknowledges receipt of Addendum 1 dated February 23, 2023.

By virtue of this submission, Enviroplex, Inc., declares that all information provided is true and correct.

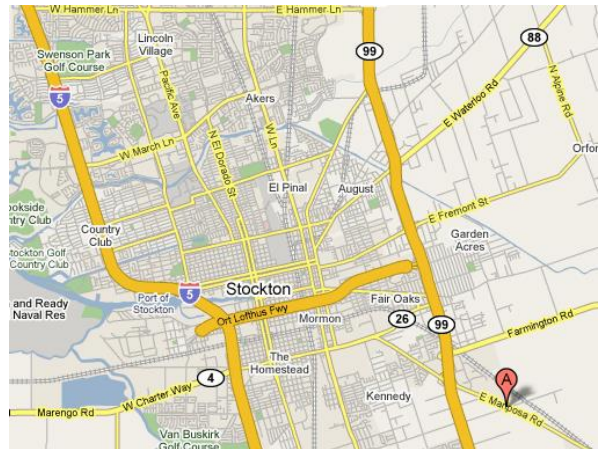
Sincerely,



David Duggins  
Director  
209-992-7204 Direct  
[David.Duggins@enviroplex.com](mailto:David.Duggins@enviroplex.com)

# BUSINESS INFORMATION

Enviroplex, Inc., is a wholly owned subsidiary of McGrath, a publicly traded corporation. Located in Stockton, California, Enviroplex was incorporated in 1991 under the laws of the State of California, and has had no change of ownership since that incorporation. Enviroplex has been in business 31 years as a Contractor under our current license.



License: 640557  
Class: B  
Expires/Renews: March 31, 2024  
Federal Tax ID: 68-0258325

DIR#: 100005676  
County: San Joaquin  
Expires/Renews: June 30, 2025

LITIGATION HISTORY:  
None

Main Contact: Gaylene Givens  
[Gaylene.givens@Enviroplex.com](mailto:Gaylene.givens@Enviroplex.com)  
916-254-9446

Hollister USD – Rancho San Justo MS (admin)



# RELEVANT QUALIFICATIONS

As a Modular Building Manufacturer, Enviroplex builds its business and reputation not just on our quality buildings, our personnel and the subcontractors we work with, but also on our scheduling commitments. Our primary work is with California schools whose construction schedules typically take place over the summer months when students are away from campus. It is crucial that, as a team (District + Enviroplex + Architect + site contractor), we “plan the work and work the plan.”

Enviroplex specializes in modular buildings for California schools, the primary reviewing agency being the Division of the State Architect. Over 90% of our projects have been designed and delivered under DSA Field Act standards.

When agency approvals are delayed, so too is the project’s overall schedule. To mitigate delays, we work with the Architect before DSA submittal to ensure the drawings are accepted at in-take.

If delays are anticipated due to site issues, or [code cycle changes](#) such as we find ourselves in now (2019 vs. 2022) that affect design, Enviroplex would propose that it obtains DSA “Stockpile” approval of the buildings’ floor plan/elevations ahead of the Architect’s site-adapt approval package. Approved “Stockpile” plans allow Enviroplex to begin manufacturing while the Architect is working on the site package approval. Code follows the approved plans. Only the site scope would be designed to new code. If Enviroplex is the successful Respondent, the Stockpile approach to DSA can be further investigated with the Team.



San Luis Coastal SD – Bellevue Santa Fe Charter School



Salinas UHSD – Mission Trials ROP



Hayward USD – Cherryland Elementary School



# CONTRACTING METHODS

Enviroplex typically sells its buildings to California School Districts via a Cooperative Purchasing Agreement (Piggyback Contract). Our current Piggyback Contract is with the Merced River School District, Winton, California.

Enviroplex is also a great teaming partner to General Contractors when Districts prefer a Lease Lease-back delivery method. Enviroplex is a sub-contractor to the LLB GC. Enviroplex complies with the Skilled/Trained Workforce, and prevailing wage requirements. Enviroplex is not signatory to any Unions.

## Recent LLB Projects where ENV was a sub-Contractor - GC References:

Allison Otto  
Otto Construction  
916-441-6870  
San Juan Unified School District  
Cottage Elementary School  
120x32 Classroom Building



Brian Wagner  
Clark Sullivan Construction  
916-918-9222  
Robla Unified School District  
Robal Elementary School  
168x40 Classroom Building; 96x40 Kinder



Robla Elementary School (Kinder)

James Moore  
Robert A. Bothman Construction  
408-690-1625  
Stockton Unified School District  
Franklin High School  
(2) 24x40 Concession / Restroom Buildings



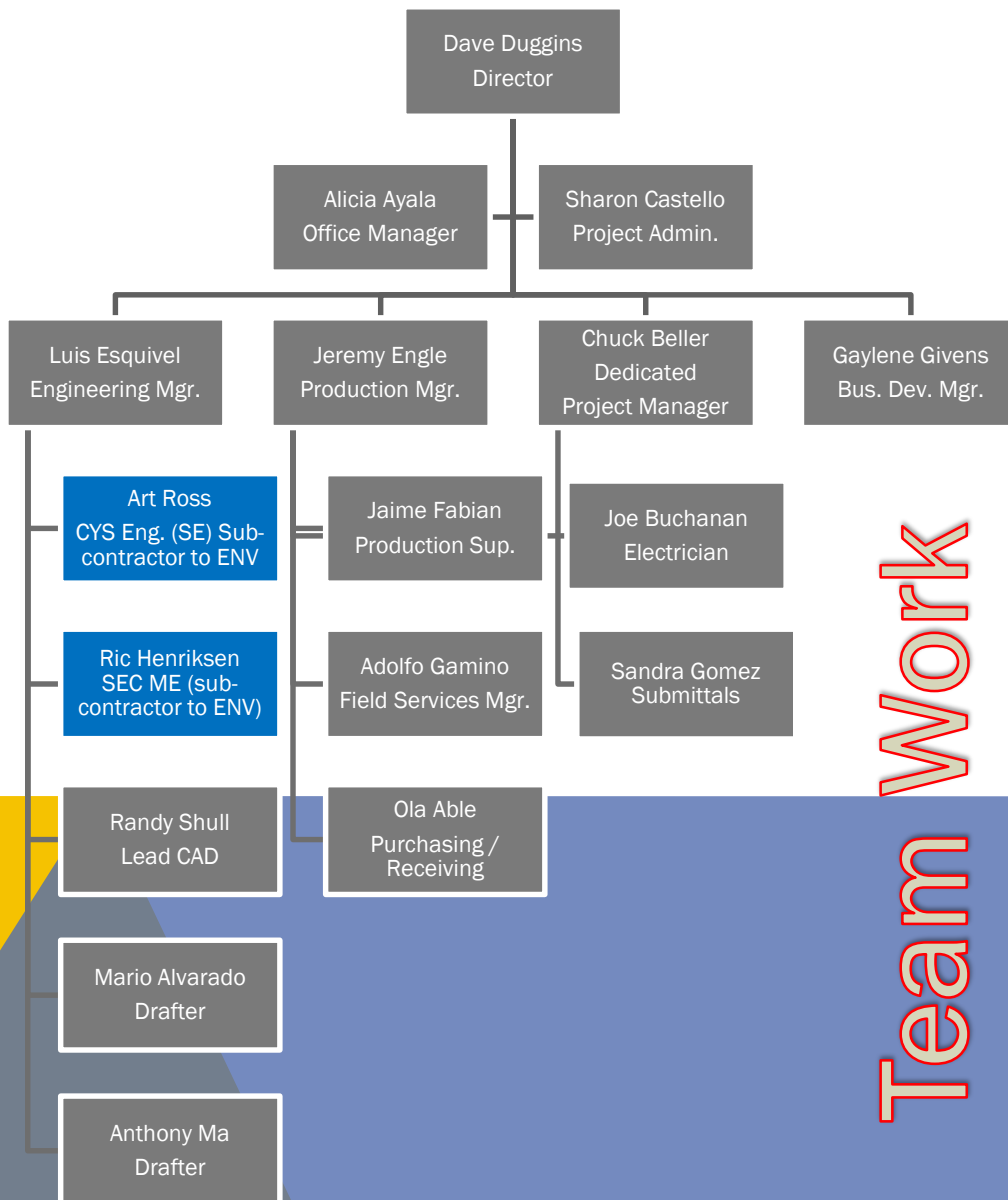
Franklin High School

# PROJECT TEAM SUMMARY

As with everything we do, our staffing approach starts with a plan; a staffing plan ensures that the organization has the right number of people with the right skills to complete projects on schedule and on budget.

This approach, combined with our commitment to outstanding customer service, means that our customers can count on us to make staffing decisions that have a positive contribution to the success of every project. With Enviroplex, you can expect to receive our commitment to superior responsiveness from kick-off to close-out.

The Oxnard School District will have the full support of our organization, and an ENV dedicated Project Manager in Chuck Beller.



Team Work

# COMPLETED K-12 PROJECTS



**Project Name: Koramatsu Children's Center**

Location: 3100 Layola Drive, Davis, CA

Owner: Davis Jt. Unified School District

Owner Contact: David Burke 530-759-2182

Architect or Engineering firm: Rainforth Grau Architects

Architect or Engineer Contact: Jeff Grau 916-368-7990

Description of Project, Scope of Work Performed: (3) 48x40, 60x40, and 24x40 classroom buildings

Total Value of Construction: \$2,600,000.00

Date Construction Commenced: 9/20/2020

Original Contractual Completion Deadline: 9/1/2021

Adjusted Completion Deadline Based on Time Extensions

Granted by Owner: n/a

Actual Date of Completion: 8/15/2021

ENV Project Manager: Lisa Alavarado





# COMPLETED K-12 PROJECTS



**Project Name: Capay Elementary School**  
Location: 7504 Cutting Avenue, Orland, CA  
Owner: Capay Jt. Union Elementary School District  
Owner Contact: Superintendent Jim Scribner 530-865-1222  
Architect or Engineering firm: Rainforth Grau Architects  
Architect or Engineer Contact: Jennifer Huang 916-368-7990  
Description of Project, Scope of Work Performed: 48x40 and 84x40 classroom buildings w/multi-fixture restrooms. VAULTED ceiling shed roofs, interior peak at 11'2".  
Total Value of Construction: \$1,340,803.16  
Date Construction Commenced: 5/3/2021  
Original Contractual Completion Deadline: 9/9/2021  
Adjusted Completion Deadline Based on Time Extensions Granted by Owner: n/a  
Actual Date of Completion: 9/9/2021  
ENV Project Manager: Lisa Alvarado





# COMPLETED K-12 PROJECTS



**Project Name: DeLaveaga Elementary School**

Location: 1145 Morrissey Avenue , Santa Cruz, CA

Owner: Santa Cruz City Schools

Owner Contact: Trevor Miller 831-429-3904

Architect or Engineering firm: MADI Group

Architect or Engineer Contact (name and current phone number): Ralph LaRoux-831-419-0791

Description of Project, Scope of Work Performed:

(2) 72x40 classroom buildings

Total Value of Construction (including change orders): \$2,176,000.00

Date of Completion: August 2019

ENV Project Manager: Hap Singh





# COMPLETED K12 PROJECT



**Project Name: Bay View Elementary School**

Location: 1231 Bay Street, Santa Cruz, CA

Owner: Santa Cruz City Schools

Owner Contact: Trevor Miller 831-429-3904

Architect or Engineering firm: MADI Group

Architect or Engineer Contact (name and current phone number): Ralph LaRoux-831-419-0791

Description of Project, Scope of Work Performed:

(1) 120x32 and (1) 60x32 classroom building

Total Value of Construction (including change orders): \$2,253,000.00

Date of Completion: August 2019

ENV Project Manager: Hap Singh





# COMPLETED K12 PROJECT



**Project Name: Peninsula High School**

Location: 860 Hinckley Road, Burlingame, CA

Owner: San Mateo High School District

Owner Contact: Brad Barncord 650-558-2499

Architect or Engineering firm: QKA

Architect or Engineer Contact :Kevin Chapin; 707.576.0829

Construction Manager: Greystone West; Todd Lee; 707-933-0624

Description of Project, Scope of Work Performed: 3 two-story buildings totaling 20,000 square feet

Total Value of Construction: \$9,452,000.00

Date Construction Commenced: February 2020

Original Contractual Completion Deadline: January 2021

Adjusted Completion Deadline Based on Time Extensions

Granted by Owner: n/a

Actual Date of Completion: January 25, 2021

ENV Project Manager: Chuck Beller



# COMPLETED K12 PROJECT



**Project Name: Theodore Judah Elementary School**

Location: 101 Dean Way, Folsom, CA 95630  
Owner: Folsom Cordova Unified School District  
Owner Contact (name and current phone number): Mike Hammond; (916) 294-9010 ext. 103312  
Architect or Engineering firm: HED Design Group  
Architect or Engineer Contact (name and current phone number): Chris Rahm; 916.287.2126  
Description of Project, Scope of Work Performed: 120x32 classroom building; 72x40 media center  
Total Value of Construction (including change orders): \$1,635,000.00  
Date Construction Commenced: February 2019  
Original Contractual Completion Deadline: July 31, 2019  
Adjusted Completion Deadline Based on Time Extensions Granted by Owner: 30 days  
Actual Date of Completion: August 30, 2019  
Piggyback Contract procurement of buildings





# COMPLETED K12 PROJECT



**Project Name: Vacaville High School**

Location: 100 W. Monte Vista Avenue, Vacaville, CA

Owner: Vacaville Unified School District

Architect or Engineering firm: Rainforth Grau

Architect or Engineer Contact (name and current phone number): Jeff Grau – 916-368-7990

Description of Project, Scope of Work Performed: (2) two story buildings totaling 30,700 square feet of classroom space, boys and girls multi-fixture restrooms, staff workroom, janitor room, and fire alarm control room; concrete infill balconies, concrete stairs

Total Value of Construction (including change orders): \$8,056,000.00

Date of Completion: May 2018

Public Bid award



**KEY BUILDING FEATURES:**

- Interior Quiet Closet HVAC units
- Concrete filled cantilevered balconies
- Concrete floors up / down
- Pre-engineered fire sprinkler system
- Modular elevator with matching exterior finish
- 5' front overhangs and powder-coated hand rails
- 3-Coat stucco exterior
- Custom Series 5000 windows
- Custom fabricated window shade trellis from tube steel
- Shed roof with over-sized metal plant on fascia

# ENV TYPICAL SCOPE OF WORK

Scope / Responsibility	Env	Owner	Scope / Responsibility	Env	Owner
Site Engineering (soils, flatwork etc)		x	J-boxes, wall mounted (conduit stubs to attic)	x	
Structural Engineering of buildings and foundations (DSA 1MR fees/scope of work included w/ENV's Proposal)	x		Backboards (fire rated or other) for mounting of low voltage panels or other devices		x
Permits, Local Permits, Use Fees (any encroachment permits or local law enforcement requirements)		x	Attic (above ceiling) mounted equipment (including conduit, raceways, boxes and devices)		x
Inspection Services		x	Terminal cabinets for any low voltage systems		x
Complete SE/ME/EE assemblies for modular building	x		Water chlorination testing		x
Adapters to adapt downspouts to site rainwater system		x	Plumbing waste and service tie-in from site to buildings		x
Fire Rated Construction as required	x		Any type of plumbing beyond 6" of building footprint		x
Site work (anything outside of building footprint)		x	Utility tie in of any kind (including downspouts, landing of electrical power in the panels, plumbing, low voltage and any other site connections to the building)		x
Certified building pad		x	Formal commissioning programs or checklists		x
Under building drainage, or restoration of under building drainage after foundation work		x	Re-keying		x
Backfill around foundation (rough and finish)		x	Fire extinguisher	x	
Utility location		x	Signage (ENV provides restroom signage only)		x
Compaction of earth (anywhere on site at any time) and testing of same		x	Clock / speaker system (Other than electric rough-in by ENV)		x
Spoils removal from site (including from foundation trenching)		x	Cleaning (final cleaning including vacuuming and/or waxing of floors)		x
Surveying of building corners or any other surveying including FF elevations etc		x	Site access & Staging area		x
Foundation design by SE of ENV building	x		Walkways and pathways		x
Foundation can be by Owner; includes poly vents, access grate well, embed weld plates, all	x	x			
ENV excludes any and all items that the AOR has included in the draft building plans that would deviate from ENV's PC.	x				



# SCOPE OF WORK

Scope / Responsibility	Env	Owner	Scope / Responsibility	Env	Owner
HVAC System	x		Low voltage systems (FA, Data, Phone, Security etc)		x
Control systems of any type (electrical, lighting or HVAC)		x	Open J-box cover plates		x
HVAC condensate drains	x		Portable toilets		x
Site gear (anything not contained within the building footprint) including main switchboards, substations etc.		x	Site power		x
Ground rods or UFERS		x	Fresh water		x
Electrical tie-in from site to buildings panels		x	Construction fencing / or other security		x
Vandalism repair (including graffiti)		x	Termite treatment		x
Trench plates		x	Overhead clearance (crane)		x
Unobstructed site access		x	SWPPP		x
Punch list duration		x	Dust control		x
Certified payroll and payment of prevailing wage for specified work performed at the site (if required by law)	x		Labor Union requirements or PLA = all work completed at the Factory is excluded. No exceptions.	x	x
Enviroplex excludes all hard lid ceilings; hard lid deviates from PC.	x				
Ceiling mount projector by Owner		x			

## LITIGATION

In September 2018 a Plaintiff sued multiple defendants, which ultimately included Enviroplex and the Folsom Cordova Unified School District in a personal injury lawsuit. The litigation was settled. The school district was not responsible for paying any sums to the plaintiff as part of the settlement.



# ENV TYPICAL GENERAL CONDITIONS

**Staging:** Owner to provide adequate staging area for the modules within the boundaries of the project site or Owner coordinated area within a quarter mile of the project site.

**Site & Staging access:** Owner to provide the proper site access to Enviroplex for installation of the modular building. Owner will provide a clear or protected pathway from the project entrance to the modular building during the entire project duration. Exceptions to this must be coordinated with Enviroplex and the Owner. The Owner must provide at least a 50 foot buffer from one side and one end of the building with a surface suitable for trucking and crane use during the approved installation dates. These dates will be approved and coordinated with Enviroplex. Enviroplex is not responsible for protection of utilities or equipment, trench plates, encroachment permits, tree or limb removal, fence removal, grading or soil compaction etc. in the pathway or the buffer zone. Enviroplex not liable for damage to grass, sprinkler systems, asphalt, concrete or any Owner surface if access requires traversing these surfaces.

**Concrete:** Enviroplex will make a good faith effort to utilize any concrete protection the Owner provides, but concrete is prone to breakage under heavy truck traffic regardless of protection. Owner will be responsible and repair any damage to concrete incurred during building construction due to inadequate protection that is within the approved building access pathway or buffer zone. This includes sidewalks, curbs, driveways etc.

**Overhead safety/Clearance at Project Site:** Owner to ensure no overhead obstructions, notably live power wires, inhibit safe operation of a crane during installation. Any power wires closer than 10' (typically) to the crane boom during any portion of crane operation must be de-energized by the Owner. Any wires of any type that hang lower than 17'6" are at risk and are the responsibility of the Owner to make the area accessible. Enviroplex is not liable for damage to same.

**Hygiene:** Owner to provide adequate portable toilets & hand washing stations for Enviroplex workers on site.

**Overhead Clearance to Project Site:** Enviroplex will make every attempt to determine adequate height routes to the project site, but overhead clearances on the construction site or entrance to the site must be at least 17' from top of grade or coordinated with Enviroplex before shipment. It is the responsibility of Owner to make sure the buildings have proper height clearances or will make appropriate adjustments at their own expense

**Flooring:** Finish flooring must be installed last during the building site work phase. Any damage occurring to finish flooring caused by work of the Owner continuing after flooring install will be the responsibility of the Owner. Additionally, buildings must have the electrical service operational prior to finish flooring installation. If early installation of flooring is requested by Owner, this is at Owner's risk.

## GENERAL CONDITIONS CONTINUED

**Blocking & backer boards:** Only devices or objects specifically indicated on the Enviroplex plans will have mounting blocking installed in the walls. Coordination of additional blocking must be made prior to commencement of production of the units. This includes projectors, projection screens, paper dispensers, future items etc. Any Owner blocking must be coordinated with Enviroplex Inc. and will be paid through a change order.

**Cleaning:** Enviroplex will perform scrap out and light sweep of building. Cleaning, dusting, floor prep, floor wax, wiping windows, vacuuming and any Owner tasks related to preparation for occupancy is by Owner.

**Punch list:** Enviroplex requires at least two calendar weeks of normal workday access between Owner or representative list generation and building occupancy.

**Drainage:** Gutters and downspouts are by Enviroplex. Downspout transitions and tie-ins are by Owner. Owner is responsible for installing storm drain tie-ins or point of connection (P.O.C.) for downspouts. Owner to coordinate locations of P.O.C. with Enviroplex for proper alignment and finish height of P.O.C. installed by Owner. Crawl-space drains (if desired) are excluded by Enviroplex and are by Owner.

**Storm Water Pollution Prevention Plan (SWPPP):** Maintaining and administering a SWPPP program is by Owner. If conditions on site are muddy or questionable, site work and access will be coordinated with the Owner.

**Dust Control:** Dust control measures and documentation are by Owner.

**Utility tie in:** All wet utility tie in is by Owner. Enviroplex utility piping will terminate 6" from the foundation face and will exclude any metering, backflow devices and/or Owner regulating devices, equipment or improvements.

**Electrical Panels:** Building main panel electrical systems/conduit provided by Enviroplex Inc. will include only the main panel and a conduit stubbed out with an exterior threaded connection. The electrical service within the building is by Enviroplex. Main panel service side underground conduit and connection, site electrical equipment, cable, hookup, grounding and testing are by the Owner. Building main electrical panel grounding is to be provided by the Owner. If routing of electrical conduits under the foundation is required, the Owner must provide appropriate penetrations through the foundation as provided by the Enviroplex plans.

All interior and exterior building signage is provided and installed by the Owner.

Surveying of building foundation corners and finish floor elevations will be by the Owner.

Fencing is by the Owner.

All keyed cylinders and keying is by Owner





Oxnard School District -- Drifill Elementary School

Figure 1 -- Sample Kindergarten Classroom -- 72x40 Building

BUDGETARY PRICING ONLY -- Pricing subject to final design and finishes

2019 CBC

P-back Item #	Description	Unit	Qty	Piggyback Price	Total
<b>1-STORY RIGID STEEL MOMENT FRAME BUILDINGS</b>					
1000	24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design w/ galvanized standing seam panels, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	\$ 74,457.97	\$ 74,457.97
1006	add 12x40 center module	EA	4	\$ 31,008.38	\$ 124,033.54
1025	Engineering and/or Design Expense (PC reuse; SE foundation design on 2022 code, review, stamp, signature of ENV produced drawings; drafting site-specific plans); Mechanical engineering for energy calcs; DSA 1MR processing, SE signature for Architect's DSA package	Per hr	60	\$ 339.79	\$ 20,387.40
Sub-floor options					
Wood Foundation Options (DSA allows up to 2000 sf)					
ADA Access Ramps					
Concrete Foundations					
Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
2250	12x40 at grade foundation w/ 18" crawl space and 12" footing embedment (initial foundation segment) - High Seismic Zone	EA	1	\$ 24,600.62	\$ 24,600.62
2251	12x40 at grade foundation (additional foundations segments) - High Seismic Zone	EA	5	\$ 17,901.05	\$ 89,505.25
2263	Weld Plates (High Seismic)	EA	10	\$ 476.85	\$ 4,768.50
Foundation Vents & Flashing					
2301	2x4 access vent well with retained metal grate (ADA)	EA	1	\$ 5,926.11	\$ 5,926.11
2303	6' polyvent	EA	6	\$ 2,495.77	\$ 14,974.62
2304	12" high, 24 ga metal flashing	Per lf	224	\$ 22.00	\$ 4,928.00
Exterior Finish Options					
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4 adder	Per lf	224	\$ 7.66	\$ 1,715.84
Cement based or stucco					
2502	Cement backer, exterior (for use under exterior finish products) adder	Per sf	2,688	\$ 2.54	\$ 6,827.52
2503	3-coat stucco (performed in field at prevailing wage) adder	Per sf	2,688	\$ 24.52	\$ 65,909.76
2505	3-coat stucco control joint	Per lf	1,344	\$ 7.11	\$ 9,555.84
2508	Eisenwall 2-coat stucco system (or equal)	Per sf	2,688	\$ 2.19	\$ 5,886.72
2509	Acrylic Color - Standard Color Selections	Per sf	2,688	\$ 2.19	\$ 5,886.72
Misc exterior finish					
Upgraded Framing construction					
Roofing Options					
Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2703	Gable end overhang, up to 18"	EA	1	\$ 8,422.55	\$ 8,422.55
2708	Extend front overhang from 5' to 8'	Per module	6	\$ 1,021.45	\$ 6,128.70
Thermal protection					
Enhanced pitch roof (>1/4:12), finish material must be selected below					
Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
<b>GENERAL</b>					
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	182	\$ 56.61	\$ 10,303.02
3003	Interior wall extension from ceiling level to bottom of purlins	Per lf	182	\$ 38.04	\$ 6,923.28
3006	Toilet room, single, cold only (ADA compliant)	EA	2	\$ 11,004.90	\$ 22,009.80
3011	Blocking only, wall mounted accessories, 4x4	Per lf	80	\$ 14.45	\$ 1,156.00
3016	Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	1	\$ 134.91	\$ 134.91
3018	FRP wall panels	EA	440	\$ 3.60	\$ 1,584.00
3020	Ceramic tile on walls with thin set over 1/2" backing (Daltile Groups 1 & 2 or equal)	EA	352	\$ 43.00	\$ 15,136.00
3036	Koroseal - Spellbound or Equal - adder	Per sf	2,736	\$ 4.40	\$ 12,038.40
Doors (KD Frames standard)					
3104	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	3	\$ 636.43	\$ 1,909.29
3105	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	2	\$ 2,016.66	\$ 4,033.32
3110	3070 interior wood door in steel frame, solid core, paint finished	EA	2	\$ 1,356.66	\$ 2,713.32
3115	Panic hardware, Von Duprin or equal	EA	3	\$ 2,602.11	\$ 7,806.33

3124	View light, 8x30 (adder)	EA	2	\$ 212.78	\$ 425.56
3231	Side light, 16"x84"	EA	2	\$ 735.10	\$ 1,470.20
<b>Electrical Options</b>					
3300	125 amp 1-phase panel	EA	3	\$ 813.38	\$ 2,440.14
<b>Lights</b>					
3408	Lighted "Exit" sign (battery back-up)	EA	3	\$ 228.55	\$ 685.65
3414	Exterior Door Light - LED w/ Photocell - TWS LED	EA	3	\$ 318.88	\$ 956.64
<b>Electrical infrastructure</b>					
3502	Duplex receptacle	EA	16	\$ 130.66	\$ 2,090.56
3504	GFI receptacle	EA	5	\$ 159.65	\$ 798.25
3506	Dedicated Circuit	EA	3	\$ 464.19	\$ 1,392.57
3508	4 square box with switch ring and 3/4" conduit stub to attic	EA	12	\$ 99.67	\$ 1,196.04
3509	Conduit 3/4"	Per lf	100	\$ 3.35	\$ 335.00
3514	N-light switching w on/off & dim	EA	2	\$ 148.12	\$ 296.24
3516	N-light three way switching	EA	7	\$ 273.19	\$ 1,912.33
3522	conduit 1 1/2" conduit	LF	100	\$ 5.36	\$ 536.00
<b>Electrical Specialty</b>					
3605	Exhaust Fan - Orbit 150CFM (or equal)	EA	2	\$ 341.37	\$ 682.74
<b>Low voltage items</b>					
3703	Rough-in only for FA pull station	EA	1	\$ 115.01	\$ 115.01
3704	Rough-in only for FA interior horn/strobe	EA	1	\$ 118.14	\$ 118.14
<b>Misc HVAC</b>					
<b>PLUMBING</b>					
5000	Lavatory, wall hung, ADA or specified height, cold only	EA	2	\$ 1,974.98	\$ 3,949.96
5001	Sink, classroom, SS, w/ bubbler, cold only	EA	2	\$ 2,891.41	\$ 5,782.82
5010	Drinking fountain, hi-low, SS, wall hung, ADA with Bottle Filler	EA	1	\$ 6,262.16	\$ 6,262.16
5020	goose neck faucet	EA	2	\$ 434.72	\$ 869.44
5203	Hose bib, recessed (wall hydrant)	EA	1	\$ 1,316.50	\$ 1,316.50
5210	Floor Drain	EA	2	\$ 1,330.47	\$ 2,660.94
<b>Toilet partitions</b>					
<b>Toilet accessories</b>					
5405	Toilet paper dispenser, surface mount, multi-roll, Bobrick B-2888	EA	2	\$ 154.12	\$ 308.24
<b>Flooring (all prices per sf unless otherwise noted)</b>					
<b>Carpet</b>					
5612	Tandus - Broadloom -- Applause III Powerbond	Per sf	2,640	\$ 9.53	\$ 25,159.20
<b>Top set base</b>					
5702	Burke 4" Vinyl - Roll @ 100' lengths	EA	250	\$ 5.01	\$ 1,252.50
<b>Tile</b>					
5800	Daltile 1x1 or 2x2 squares (or equal) Group 1 & 2 Colorbody Porcelain Mosaics (or equal)	Per sf	240	\$ 34.05	\$ 8,172.00
<b>Walk off mats</b>					
5900	Mannington, Recourse II	Per sf	70	\$ 19.23	\$ 1,346.10
<b>VCT (Vinyl Composition Tile)</b>					
<b>Sheet Goods</b>					
<b>Epoxy flooring</b>					
<b>Flooring transition</b>					
<b>CASEWORK</b>					
6521	153 36x34x24 ADA sink base	EA	2	\$ 1,232.16	\$ 2,464.32
6544	212 36x34x24 1 drawer/2 doors	EA	2	\$ 1,237.04	\$ 2,474.08
6546	212 48x34x24 1 drawer/2 doors	EA	6	\$ 1,276.05	\$ 7,656.30
6597	530 36x84x24 teacher's lock	EA	2	\$ 1,910.02	\$ 3,820.04
6622	Laminate top / 4" backsplash (Wilsonart or equal)	Per lf	36	\$ 109.14	\$ 3,929.04
6625	Finished end panels	EA	6	\$ 174.60	\$ 1,047.60

<b>Sub-Total</b>	<b>\$ 653,588.64</b>
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<b>DISTRICT SPECIFIED ITEMS</b>						
1025	Custom 6 panel windows (final design TBD)	EA	4	\$ 2,875.00	\$ 11,500.00	
1025	3-track upper/lower full height sliding marker boards, field installed at prevailing wages	EA	4	\$ 16,972.00	\$ 67,888.00	
1025	Pad mounted HVAC system, fully ducted interior; complete ME design/engineering, includes 2019 code Title 24 energy calcs. Final design TBD; Estimate only at this time.	EA	1	\$ 96,750.00	\$ 96,750.00	
1025	Custom condenser security cages w/hinge, hasp, and padlock		3	\$ 2,643.00	\$ 7,929.00	
					<b>Sub-Total</b>	<b>\$ 184,067.00</b>

<b>PROJECT CLOSE OUT ITEMS</b>					
1	Labor to close out site	hour	180	\$ 110.00	\$ 19,800.00
2	On-Site Labor (plumbing close-out)	hour	40	\$ 268.00	\$ 10,720.00
3	Crane	hour	16	\$ 1,500.00	\$ 24,000.00
4	Delivery	floor	6	\$ 6,775.00	\$ 40,650.00

5	Installation	floor	6	\$ 4,550.00	\$ 27,300.00
6	Bond		1		\$ 6,862.68
7	Estimated Tax		1		\$ 20,914.84
				<b>Grand Total</b>	<b>\$ 987,903.16</b>

**Notes:**

- 1 Foundation design charges include Structural engineering, review and stamp for DSA approval.
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to DSA guidelines as described on the 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings," site specific inspection fees will be necessary for the concrete foundation. A SE is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. **The SE's charges are included with this Proposal.**



## Oxnard School District -- Drifill Elementary School

## Figure 2 -- Sample Kindergarten 3 Classroom -- 120x40 Building

BUDGETARY PRICING ONLY -- Pricing subject to final design and finishes

2019 CBC

P-back Item #	Description	Unit	Qty	Piggyback Price	Total
<b>1-STORY RIGID STEEL MOMENT FRAME BUILDINGS</b>					
1000	24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design w/ galvanized standing seam panels, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	\$ 74,457.97	\$ 74,457.97
1006	add 12x40 center module	EA	8	\$ 31,008.38	\$ 248,067.07
1025	Engineering and/or Design Expense (PC reuse; SE foundation design on 2022 code, review, stamp, signature of ENV produced drawings; drafting site-specific plans); Mechanical engineering for energy calcs; DSA 1MR processing, SE signature for Architect's DSA package	Per hr	60	\$ 339.79	\$ 20,387.40
Sub-floor options					
Wood Foundation Options (DSA allows up to 2000 sf)					
ADA Access Ramps					
Concrete Foundations					
Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
2250	12x40 at grade foundation w/ 18" crawl space and 12" footing embedment (initial foundation segment) - High Seismic Zone	EA	1	\$ 24,600.62	\$ 24,600.62
2251	12x40 at grade foundation (additional foundations segments) - High Seismic Zone	EA	9	\$ 17,901.05	\$ 161,109.45
2263	Weld Plates (High Seismic)	EA	22	\$ 476.85	\$ 10,490.70
Foundation Vents & Flashing					
2301	2x4 access vent well with retained metal grate (ADA)	EA	2	\$ 5,926.11	\$ 11,852.22
2303	6' polyvent	EA	12	\$ 2,495.77	\$ 29,949.24
2304	12" high, 24 ga metal flashing	Per lf	320	\$ 22.00	\$ 7,040.00
Exterior Finish Options					
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4 adder	Per lf	320	\$ 7.66	\$ 2,451.20
Cement based or stucco					
2502	Cement backer, exterior (for use under exterior finish products) adder	Per sf	3,840	\$ 2.54	\$ 9,753.60
2503	3-coat stucco (performed in field at prevailing wage) adder	Per sf	3,820	\$ 24.52	\$ 93,666.40
2505	3-coat stucco control joint	Per lf	1,910	\$ 7.11	\$ 13,580.10
2508	Eisenwall 2-coat stucco system (or equal)	Per sf	3,840	\$ 2.19	\$ 8,409.60
2509	Acrylic Color - Standard Color Selections	Per sf	3,840	\$ 2.19	\$ 8,409.60
Misc exterior finish					
Upgraded Framing construction					
Roofing Options					
Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2703	Gable end overhang, up to 18"	EA	1	\$ 8,422.55	\$ 8,422.55
2708	Extend front overhang from 5' to 8'	Per module	10	\$ 1,021.45	\$ 10,214.50
Thermal protection					
Enhanced pitch roof (>1/4:12), finish material must be selected below					
Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
<b>GENERAL</b>					
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	400	\$ 56.61	\$ 22,644.00
3003	Interior wall extension from ceiling level to bottom of purlins	Per lf	200	\$ 38.04	\$ 7,608.00
3006	Toilet room, single, cold only (ADA compliant)	EA	5	\$ 11,004.90	\$ 55,024.50
3011	Blocking only, wall mounted accessories, 4x4	Per lf	200	\$ 14.45	\$ 2,890.00
3016	Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	2	\$ 134.91	\$ 269.82
3018	FRP wall panels	EA	852	\$ 3.60	\$ 3,067.20
3020	Ceramic tile on walls with thin set over 1/2" backing (Daltile Groups 1 & 2 or equal)	EA	644	\$ 43.00	\$ 27,692.00
3036	Koroseal - Spellbound or Equal - adder	Per sf	4,800	\$ 4.40	\$ 21,120.00
Doors (KD Frames standard)					
3104	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	13	\$ 636.43	\$ 8,273.59
3105	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	12	\$ 2,016.66	\$ 24,199.92
3110	3070 interior wood door in steel frame, solid core, paint finished	EA	6	\$ 1,356.66	\$ 8,139.96
3115	Panic hardware, Von Duprin or equal	EA	7	\$ 2,602.11	\$ 18,214.77



1	Labor to close out site	hour	200	\$ 110.00	\$ 22,000.00
2	On-Site Labor (plumbing close-out)	hour	75	\$ 268.00	\$ 20,100.00
3	Crane	hour	16	\$ 1,500.00	\$ 24,000.00
4	Delivery	floor	10	\$ 6,775.00	\$ 67,750.00
5	Installation	floor	10	\$ 4,550.00	\$ 45,500.00
6	Bond		1		\$ 11,818.34
7	Estimated Tax		1		\$ 36,017.79
				<b>Grand Total</b>	<b>\$ 1,633,663.80</b>

**Notes:**

- 1 Foundation design charges include Structural engineering, review and stamp for DSA approval.
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to DSA guidelines as described on the 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings," site specific inspection fees will be necessary for the concrete foundation. A SE is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. **The SE's charges are included with this Proposal.**

ATTACHMENT C

Certifications Regarding Lobbying, Debarment, Suspension, and Other  
Responsibility Matters

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Organization:

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Enviroplex, Inc.

Street address:

4777 E. Carpenter Road

---

City, State, Zip:

Stockton, CA 95215

---

Certified by: (type or print)

---

David Duggins, Director

---

Title

Signature

---

3-15-23

Date

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime <input checked="" type="checkbox"/> Sub-awardee</p> <p>Tier I, if Known:</p> <p>Enviroplex, Inc. 4777 Carpenter Rd. Stockton, CA 95215</p> <p>Congressional District, if known: California 9<sup>th</sup> Congressional District</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee,</p> <p>Enter Name and Address of Prime: Oxnard School District 1051 S A St. Oxnard, California</p> <p>Congressional District, if known: California 26<sup>th</sup> Congressional District</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	



<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: David Duggins _____</p> <p>Title: Director _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Enviroplex, Inc

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Contractor/Company Name

TBD

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Award Number, Contract Number, or Project Name  
David Duggins, Director

---

Name(s) and Title(s) of Authorized Representatives

---

Signature(s)  
3-15-23

---

Date

# EXHIBIT D

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

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

### **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)**

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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.

This Change Order, previously approved on February 7, 2024, misstated the amount of the change order as \$14,707.00. It has now been corrected and reflects the correct amount of \$16,138.95.

#### **FISCAL IMPACT:**

\$16,138.95 – 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 \$16,138.95.

#### **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: 03-20-2024

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**.....\$ 16,138.95

**Total Change Orders to Date:** .....\$ 21,478.73

**ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 002**.....\$ 3,483,478.73

**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			16,138.95	
2.					
3.					
4.					
5.					
6.					
	Totals			16,138.95	

Total Change Order No. 002 .....\$16,138.95

*\*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**

<b>TO:</b>	Oxnard School District 1051 South A Street Oxnard, California 93030	<b>FROM:</b>	Viola Inc. PO Box 5624 Oxnard, California 93031
<b>PCO NUMBER/REVISION:</b>	002 / 0	<b>CONTRACT:</b>	1 - Drifill New PK, TK and Kindergarten Classroom
<b>REQUEST RECEIVED FROM:</b>	Tiffany Clendenning (Smith Mechanical - Electrical - Plumbing)	<b>CREATED BY:</b>	Patrick Waid (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	1/4/2024
<b>REFERENCE:</b>	CE 002 RFI 006	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No	<b>CHANGE ORDER REQUEST:</b>	None
<b>LOCATION:</b>	Drifill Elementary School	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	7 days	<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$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
		<b>Subtotal:</b>	<b>\$14,707.00</b>
		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
		<b>Grand Total:</b>	<b>\$16,138.95</b>

**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
<b>TOTAL COST</b>			<b>\$ 12,788.02</b>
+ Overhead	15%	\$	1,918.20
<b>Total Extra Work Proposal Price</b>			<b>\$ 14,707.00</b>

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 Cendening    
 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
<b>Electrical Field Totals:</b>			60.0	0.0	0.0	0.0		\$ 5,461.45	\$ 6,623.93	\$ 12,085.38
<b>Jobsite Expenses</b>			# PAGES				RENTAL \$		TOTAL \$	
Truck Charge										\$ 89.93
<b>Jobsite Expense Total:</b>								\$ -		\$ 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							<b><u>4966.04</u></b>	<b><u>51.95</u></b>

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

- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

## OSD AGREEMENT #22-238

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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**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. 1<sup>st</sup> 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 (5<sup>th</sup>) 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 – Drifill New PK, TK  
and Kindergarten Classroom Project  
Preconstruction Services**

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

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

**1. Professional Construction Cost-Estimation Services**

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

## OSD AGREEMENT #22-238

### 2. Professional Constructability Review

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

## OSD AGREEMENT #22-238

### 3. Value Engineering Services

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

### 4. Building Information Modeling (BIM) Services

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

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## OSD AGREEMENT #22-238

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

### 5. Construction Scheduling Services

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

### 6. Cooperation and Attendance at Design Meetings

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

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**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:** March 20, 2024

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Change Order #004- 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)**

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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 that Balfour Beatty supply security services to monitor the construction site during non-work periods.

After review by CFW and the District Facilities Department of the Balfour Beatty proposal, a request of site security services in the amount of \$62,357.40 is being proposed for July 2023 through December 31, 2023. Services have been provided through the dates noted in this proposal.

**FISCAL IMPACT:**

\$62,357.40 - 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 ratify Change Order #004 for supplying security services at the Rose Ave Reconstruction project.

**ADDITIONAL MATERIALS:**

**Attached:** [Change Order No. 004 \(2 Pages\)](#)

[COR #003-R2 \(10 Pages\)](#)

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



# CHANGE ORDER

Date: 03/20/2024

CHANGE ORDER NO. 004

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.....	\$ 996,695.44
ADJUSTED CONTRACT SUM.....	\$ 42,675,088.44
<b>NET CHANGE – Change Order #004</b> .....	<b>.....\$ 62,357.40</b>

Total Change Orders to Date: .....\$ 1,059,052.84

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.004 .....\$ 42,737,445.84

Commencement Date: .....November 1, 2021

Original Completion Date: .....October 5, 2023

Original Contract Time: .....705 Calendar Days

Time Extension for all Previous Change Orders: .....97 Days

Time Extension for this Change Order: .....0 Days

Adjusted Completion Date: .....January 12, 2024

Percentage ..... (0.001%)



Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Initial Extension of Security Services		\$62,357.40		
2.					
3.					
4.					
5.					
6.					
	Totals		\$62,357.40		

Total Change Order No. 004..... \$ 62,357.40

*\*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 #: 003 R2**  
Date: 7-7-2023

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

The Contract is changed as follows:

Ref. Cost Event #137/Change Order Request #03 R2 - Security Guard Services  Provide security services for (6) months per request of CFW/District.  Monthly Fee \$8,090.00 One-time Fee \$3,200.00 (6) Months Total Costs: 6 x \$8,090 + \$3,200 = <b>\$51,740</b>	<b>\$62,357.40</b>
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NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

Program Manager  
CFW Group, Inc.

By: Rafael Flamilla By: \_\_\_\_\_ By: \_\_\_\_\_

Date: 7/7/23 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-7-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	137
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

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

<b>Description of Work:</b>			
Ref. Cost Event #137/Change Order Request #03 R2 - Security Guard Services			
Provide security services for (6) months per request of CFW/District.			
Monthly Fee \$8,090.00			
One-time Fee \$3,200.00			
(6) Months Total Costs: 6 x \$8,090 + \$3,200 = <b>\$51,740</b>			
<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
ECAMSECURE	\$	51,740.00	
Taft (ROM)	\$	10,000.00	
		<b>Subtotal B: \$</b>	<b>61,740.00</b>
<b>C. General Contractor's Cost</b>			
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)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> <span style="float: right;">* N/A for Contingency Draw Requests</span>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	\$	-	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	<b>\$</b>	<b>617.40</b>	<b>1.00%</b>
		<b>Subtotal E: \$</b>	<b>617.40</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>62,357.40</b>

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

2023-07-07  
 \_\_\_\_\_  
 Date

JOBSITE INFORMATION:	BILLING INFORMATION:	ACCOUNT EXECUTIVE INFORMATION:
Rose Avenue Elementary School 220 S Driskill Street Oxnard, CA 93030 <b>JobSite:</b> <b>Fax:</b>	Balfour Beatty <b>Attn : Rafael Alamillo</b> 300 E. Esplanade Drive Suite 1120 Oxnard, CA 93036 <b>Phone:</b>	<b>Terry Kwit, Account Executive</b> tkwit@cpssecurity.com <b>Phone:(310) 350-7745</b>

6 Months Total Costs 6 x \$8,090 + \$3,200 + \$51,740

CONTRACT TERM: 6 months

QTY	DESCRIPTION OF SERVICE/EQUIPMENT
4	<b>MSU Mini - Portable Surveillance Unit</b> Ultra-portable two HD camera unit. Comes complete with Strobe lights, Audible Alarms – ready to mount almost anywhere.
4	<b>Camera Upgrade Thermal Camera range up to 300ft</b> Thermal cameras compliment and complete an MSU camera by turning night into day, allowing the ability to see threats invisible to the naked eye up to 300 feet.Improves threat detection and alarm assessment capabilities.
4	<b>Wireless AirCard</b>
4	<b>Monitoring - 2 Camera Units (Standard Hours)</b> Monitoring Hours up to 96hpw Example Schedule: 7:00pm-7:00am Mon-Sat/24hrs Sun
4	<b>Damage Waiver</b>
1	<b>Maintenance Agreement - Premium Package</b>
4	<b>Monthly Sales Tax(Estimated)</b> 9.25% Estimated Monthly Sales Tax
4	<b>Installation Fee - (Mobile Surveillance Unit)</b> Transportation, set-up and removal of unit, including training for up to 5 employees

Monthly Fee	\$8,090.00
One-time Fee	\$3,200.00

FEATURES		STANDARD	PREMIUM
HEALTH CHECK	<b>Vital signal monitor system</b> Ability for ECAM to remotely manage unit	✓	✓
	<b>Cameras check</b> Verify cameras are focused and recording	✓	✓
	<b>Health check</b> Verify unit is operational	✓	✓
ACCESS	<b>Remote &amp; mobile access</b> Ability to access cameras from computers and mobile devices	✓	✓
MAINT CALLS	<b>Solar panel check</b> Adjustment and verify power output		✓
	<b>Maintenance visit</b> In-person service call by ECAM technician to make sure unit is operating at peak performance		✓
	<b>Priority response</b> Priority response within 2 business days.		✓
SERVICE CALLS	<b>Relocations</b> Relocate unit within the jobsite		✓
	<b>Adjusting analytics</b> Configure algorithm due to scenery change		✓
	<b>Data reviews</b> Manual data review by ECAM. One incident per request		✓
	<b>Camera adjustment</b> Change view of camera and refocus		✓
PRICING	Service calls hourly rates (2 hour minimum)	\$180/hr	\$85/hr
	<b>Monthly pricing</b>	<b>\$75</b>	<b>\$250</b>

This Security Services Agreement is entered into by and between **Balfour Beatty**, with a principal office address at **300 E. Esplanade Drive Suite 1120 Oxnard, CA 93036** ("Client") and ECAMSECURE, with a principal office address at 1699 S. Hanley Road, St. Louis, MO 63144 ("Company") dated effective **June 16, 2023** (the "Effective Date"). This Security Services Agreement and the attached Terms and Conditions are collectively referred to herein as the "Agreement." The Security Quote Number **QT-00037663** ("Security Quote") is an integral party of this Agreement and is incorporated herein by this reference.

**MAINTENANCE PLAN:** When the Security Quote includes a Maintenance Plan, any billable services not included in your selected Maintenance Plan will be subject to the "Other Fees" section below.

**OTHER FEES:**

- a. Same site relocations are billable at One Hundred, Eighty Dollars (\$180.00) per hour based on a 2-hour minimum charge, plus materials at cost plus thirty percent (30%). Client must provide at least three (3) business days' advance notice in order to schedule relocations.
- b. Data Retrieval/Reviews are billable at One Hundred, Eighty Dollars (\$180.00) per hour based on a 2-hour minimum charge.
- c. Maintenance and repairs required to correct damage or system failure not caused by Company for clients who do not have a Maintenance Plan are billable at One Hundred, Eighty Dollars (\$180.00) per hour based on a 2-hour minimum charge, plus materials at cost plus thirty percent (30%).
- d. Physical Damage Waiver (In place of insurance or damages plus 10%) is billed at Fifty Dollars (\$50.00) per month/per unit of equipment ("Unit").
- e. A mileage charge applies for installations, relocations and data retrievals at locations that are more than fifty (50) miles from a Company branch office location are billable at \$1.75 per mile.

**PRICING AND OTHER CONDITIONS:** Equipment and service fees are billable at the Unit prices in the Security Quote, plus taxes where applicable. The installation price is based on availability of power, conduit and internet/data access within twenty (20) feet of each Unit. The installation price of Units is only for installation of Units at locations that are no more than fifty (50) miles from a Company Branch office location. There may be additional charges for installations where power, conduit, and/or data/internet access is more than twenty (20) feet from a Unit. The installation price includes training on remote access for up to five (5) Client employees. Additional training for up to five (5) Client employees is billable at One Hundred, Eighty Dollars (\$180.00) per hour based on a 2-hour minimum. Client is responsible for providing high-speed internet services with a Static Routable IP Address at all locations where remote viewing and/or monitoring services are required.

**TERM AND RENEWAL:** This Agreement will commence on the Effective Date; however, fees for services will begin at Client site when the services starts and will end on the last day of the month in which services are scheduled to end (the "Initial Term") unless this Agreement is earlier terminated as permitted herein. This Agreement shall automatically be renewed each month (each a "Renewal Term") until Company or Client sends the other party at least thirty (30) days' prior written notice of termination. The Initial Term and Renewal Terms are collectively referred to herein as the "Term."

**ADDITIONAL SERVICES AND EQUIPMENT:** Additional services and/or equipment may be added to this Agreement through a signed change order which will be incorporated as an addendum to this Agreement. Client understands and agrees that all change orders for additional services and/or equipment are part of this Agreement and are subject to the Standard Terms and Conditions set forth in this Agreement.

**EARLY TERMINATION FEES:** If this Agreement is terminated by Client for its convenience before the end of the Initial Term, Client shall pay Company an early termination fee equal to fifty percent (50%) of the balance remaining under the Initial Term.

The Standard Terms and Conditions attached to this Agreement are an integral part of this Agreement and are incorporated by reference herein.

Each party's duly authorized representatives below have executed this Agreement, which includes the attached Standard Terms and Conditions effective as of the Effective Date.

Execution by the individuals below indicates their authority to bind their respective organizations to this Agreement.

Balfour Beatty  
300 E. Esplanade Drive Suite 1120  
CLIENT: Oxnard, CA 93036

COMPANY: ECAMSECURE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

These Standard Terms and Conditions are an integral part of the attached Agreement for equipment, materials, supplies and/or services between Client and Company and form a part of the Agreement. Client's signature on the attached Agreement signifies Client's agreement to be bound by these Standard Terms and Conditions.

PRICING AND PAYMENT TERMS:

- a. Purchases. If applicable and unless otherwise stated, Company's prices for the purchase of any materials, supplies and equipment do not include sales, use, excise or similar taxes, all of which charges shall be paid by Client, unless Client provides Company with evidence of tax exemption satisfactory to the Company. All materials, supplies and equipment shall remain the property of the Company until receipt by the Company of full payment.
- b. Invoices. Company shall submit monthly invoices to Client for equipment, materials and supplies purchased and services provided on or about the fifth day of the month following the month in which the equipment, materials and supplier were purchased and services were performed.
- c. Payment of Invoices. Payments shall be made to the address on the invoice. Payments are due within thirty (30) days of the date of the invoice.
- d. Price Changes. Upon thirty (30) days' prior written notice, Company may increase the prices of materials, supplies and equipment, monthly service and other charges. Such increases shall become effective on the 30th day after notice and such notice shall constitute an amendment to this Agreement, as of the effective date.
- e. Late Charges, Termination, Suspension and Collection Costs. The Company reserves the right to add a late charge of 1.5% per month, or the highest amount permitted by law if lower, on any account balance not paid in full when due. In the event Company initiates collection procedures to obtain payment of a delinquent account balance, Company shall be entitled to recover all costs of collection, including its reasonable attorney's fees, costs and other expenses. Company reserves the right to terminate this Agreement or any change order, or to suspend its performance, immediately and without prior notice, upon Client's failure to perform its obligations under this Agreement, including, without limitation, any failure to pay amounts due hereunder. Company may also terminate this Agreement if Client becomes the subject of a petition in bankruptcy, becomes insolvent or has a receiver appointed for any part of its business or property.
- f. Service Interruptions; Reconnection Charges. Client shall pay a reconnection charge if service is suspended or terminated due to Client's failure to make timely payments of invoices or upon other Client default. Client shall not receive credit for interruptions in the operation of equipment or of service for less than forty-eight (48) consecutive hours, regardless of the cause of such interruption. Any interruption credit shall be for the period of interruption exceeding 48 hours.

DUTIES OF THE CLIENT:

- a. It is the Client's duty to assess and determine its security monitoring and/or maintenance needs, and the type and location of surveillance and surveillance equipment. Company shall not be responsible for such assessment and determination and makes no representation or warranty as to the suitability or adequacy of Client's surveillance system, site coverage, equipment, supplies and/or materials (the "System"), all of which are the sole responsibility of Client.
- b. Client grants to Company and its personnel the continuing right to access each location site to perform this Agreement and authorizes Company, its agents and contractors to install, inspect, test and repair the System as and when necessary or appropriate, as determined by the Company.
- c. Client is responsible to provide site lighting, fencing and other perimeter and access control equipment and facilities requested by the Company related to the subject of this Agreement. For all surveillance systems, Client will provide, at its sole cost and expense, 120v power to within twenty (20) feet of the proposed installation site and a 40 amp dedicated circuit breaker. For Alarm and Full-Time Monitoring services, Client shall provide and maintain, at its sole cost and expense, high-speed internet access with a Static Routable IP Address of not less than 1Mbps upload speed per every 4 cameras being monitored and minimum 3Mbps download speed. Video will be transmitted at a minimum resolution of 640 x 480 and 5FPS (frames per second). As necessary, Client will provide Post Instructions.
- d. Client is required to provide at least three (3) business days' advance notice to schedule equipment relocations.
- e. Client shall, at all times keep Company advised of its daily and holiday opening and closing schedule, if applicable, and provide Company with a list of all persons authorized to enter the site premises during its closed hours and a call list of individuals designated to receive notice in the event of an alarm signal from or at the site (such information is referred to as "Post Instructions"). It is Client's responsibility to regularly maintain and update the Post Instructions. In the event of an alarm signal, Company's sole obligation shall be to communicate to Client's representative and/or emergency services, as identified in the Post Instructions, that an alarm signal has been received. In the event Company cannot reach one of the persons identified on the alarm signal call-list in the Post Instructions, Client agrees that Company's sole obligation shall be to leave a voice mail or other recorded message, if voicemail or another recording device is available. If no voicemail or recording device is available, the sole obligation of Company shall be to telephone and determine that no voicemail or recording device is available at the numbers identified in the Post Instructions.
- f. It is Client's duty to notify Company of site changes that require changes in security equipment or scheduling. Notification of changes should be made to the current Account Executive. Client authorizes Company to make any changes in or alterations to the equipment made necessary by any changes in the Client's site, property or equipment after the original installation has been completed and Client agrees to pay Company the cost thereof at Company's then prevailing labor and equipment rates. Change orders submitted on less than twenty-four (24) hours' notice will be subject to a One Hundred and Fifty Dollars (\$150.00) short notice fee.
- g. Client will obtain and keep in effect, at Client's sole expense, all permits or licenses that may be required for the installation and operation of the System.
- h. Client shall not interfere with, or allow anyone else to interfere with, adjust, service or attempt to repair or reset System at any time. If Client makes incorrect adjustments or repairs to any equipment supplied or maintained by Company no liability will be accepted by Company.
- i. Client will not damage, encumber, or dispose of the System or permit the System to be damaged, encumbered, taken from the site, tampered with or repaired by anyone other than authorized agents of Company.

**DUTIES OF THE COMPANY:**

- a. Company shall assign, direct supervise its employees, agents and contractors at the site locations to which this Agreement applies.
- b. Company shall provide qualified personnel and adequate equipment and attire to perform its obligations under this Agreement. Client retains the right to approve or disapprove an employee assigned to any site consistent with applicable state and federal laws, including anti-discrimination laws. The disapproval must be in writing and sets forth the specific reason for the disapproval. Company is responsible for the conduct of its employees and for payment of all wages, insurance and taxes relating to their employment. During the Term of this Agreement, Company shall maintain in full force and effect commercially reasonable amounts of General Liability Insurance, Workers' Compensation Insurance and Automobile Liability insurance policies for its employees working at Client's sites. Evidence of such insurance shall be provided promptly upon request.
- c. If excessive false alarms are caused by carelessness, malicious, or unintended use of the alarm System, Company may, in its sole discretion, deem the same to be Client's material breach of this Agreement and Company shall be excused from further performance until Client agrees to eliminate conditions or factors interfering with the services of the proper operation of the System.
- d. Company warrants its equipment purchased by Client, when used under normal conditions, to be free from defects in material and workmanship for thirty (30) days following delivery to the Client. The warranty period for repaired or replaced defective parts shall be through the remainder of the original warranty period. If the equipment proves to be defective in materials or workmanship, the exclusive remedy as well as Company's sole liability shall be to repair and/or replace the defective equipment or component. This Limited Warranty applies only where the System has been properly installed, operated and maintained in accordance with Company's instructions. Equipment loss is not covered by this warranty nor is damage to equipment from Acts of God, theft, terrorism, fire, vandalism or abuse. If applicable, equipment leased by Client shall be repaired and/or replaced in accordance with the maintenance agreement plan agreed to by client. **THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**

**TERMINATION:**

- a. **Termination for Convenience and Breach.** This Agreement may be terminated by either party for its convenience during the Term upon not less than thirty (30) days prior written notice to the other party. Client's early termination of this Agreement for its convenience during the Initial Term shall result in assessment of early termination fees described above. Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within such time, the non-breaching party may terminate the Agreement effective the next day by giving a written notice of termination.
- b. **Removal of System.** At the expiration or termination of this Agreement, Company is authorized to enter upon Client's site(s) and to remove all or any portion of the System provided by Company. Company may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all amounts due under this Agreement, including any extensions or renewals thereof.

**INSURANCE; INDEMNIFICATION:**

- a. **COMPANY IS NOT AN INSURER.** Client understands that Company is not an insurer of Client's property or the personal safety of persons in Client's premises.
- b. **Indemnification.** To the fullest extent permitted by applicable law, Client expressly agrees to defend (at Client's expense and with counsel acceptable to the Company), indemnify, and hold harmless the Company, its affiliates and all of their respective officers, directors, shareholders, members, managers, employees, agents, successors, and assigns (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all third party claims, suits, causes of action, and/or proceedings (collectively, "Claims") and any resulting losses, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and mediation, court costs, and reasonable attorney's fees (collectively "Liabilities") incurred by any Indemnified Parties and arising on account of or in connection with Claims based upon injuries to or the death of any person whomsoever, claims for damages from any third party, or any and all damages to property (including the loss of use thereof), regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the Services performed or System provided by or for the Company under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of Client or any of its owners, employees, agents, representatives, contractors, subcontractors, or suppliers, **INCLUDING WITHOUT LIMITATIONS INJURIES, DEATH, OR DAMAGES WHICH ARISE FROM OR IN CONNECTION WITH, OR ARE CAUSED BY, ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF THE COMPANY AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS; INCLUDING INJURIES, DEATH, OR DAMAGES CAUSED BY THE GROSS NEGLIGENCE, OR WRONGFUL, WILLFUL ACTS OF THE COMPANY.** The indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Client under worker's compensation acts, disability benefit acts or other employee benefits acts, and shall extend to and include any Claims brought by or in the name of any employee of Client or of any third party with whom Client is in privity.
- c. Client's assumption of liability is independent from, and not limited in any manner by, the Client's insurance coverage or lack thereof. All amounts owed by Client to the Company as a result of the liability provisions of this Agreement shall be paid upon demand.
- d. **Indemnification Procedures.** Promptly after receipt by Company of a threat of any Claim, or a notice of the commencement, or filing of any Claim Company will give notice thereof to Client, provided that Company's failure to give or delay in giving such notice to Client will not relieve Client of any liability or obligations it may have to the Indemnified Parties, except to the extent that Client demonstrates that the defense of such Claim is prejudiced thereby. The Indemnified Parties will not independently defend or respond to any such Claim; provided, however, that: (a) the Indemnified Parties may defend or respond to any such Claim, at the Client's expense, if the Company's counsel reasonably determines that such defense or response is necessary to preclude a default judgment from being entered against the Indemnified Parties; and, (b) the Indemnified Parties



will have the right, at their own expense, to monitor the Client's defense of any such Claim. The Client will have sole control of the defense and of all negotiations for settlement of such indemnified Claim; provided, however, the Client shall not settle any such Claim without first obtaining the Company's prior written consent where the settlement of such Claim results in any admission of guilt or liability on the part of any Indemnified Parties, imposes any obligation or liability on any Indemnified Parties, or has a judicially binding effect on any Indemnified Parties (other than monetary liability for which an Indemnified Party is indemnified, without risk of non-payment, by the Client). At the Client's request, the Company will cooperate with the Client in defending or settling any such Claim; provided, however, that the Client will reimburse the Company for all reasonable out-of-pocket costs incurred by the Company (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation to the Client.

- e. Waiver of Subrogation. Client waives all rights against the Company for loss or damage to the extent covered by Risk or any other property or equipment insurance.

#### LIMITATION OF LIABILITY:

CLIENT'S PAYMENTS ARE BASED SOLELY ON THE VALUE OF THE SYSTEM AND SERVICES SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR PROPERTY LOCATED ON THE SITE; COMPANY MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS THAT THE SYSTEM OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THERE FROM WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO DETECT OR AVERT. CLIENT ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE AMOUNT OF DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF ANY SYSTEM OR SERVICES PROVIDED BY COMPANY. ACCORDINGLY, CLIENT UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR OTHER SERVICES, OR THE FAILURE OF ANY SYSTEM, REGARDLESS OF CAUSE, COMPANY'S LIABILITY SHALL BE LIMITED TO ALL PAYMENTS MADE BY CLIENT DURING THE NINETY (90) DAYS PRECEDING THE EVENT PROMPTING THE CLAIM (THE "LIQUIDATED DAMAGES AMOUNT"). SUCH AMOUNT REPRESENTS LIQUIDATED DAMAGES AND SHALL BE CLIENT'S EXCLUSIVE REMEDY FOR ANY SUCH BREACH OR FAILURE. SUCH LIMITATION OF DAMAGES SHALL APPLY TO ALL LOSSES, CLAIMS, DAMAGES AND INJURIES TO CLIENT AND THIRD PERSONS ("LOSSES"), IRRESPECTIVE OF THE CAUSE OF SUCH LOSSES OR THE AMOUNT OR NATURE OF SUCH LOSSES.

#### DISPUTES AND LITIGATION:

Should any dispute or controversy arise between the Company and Client concerning any matter involving or arising out of this Agreement, the following procedures shall apply.

- a. Such dispute or controversy shall be submitted by one party to the other in writing.
- b. The parties shall make a good faith effort to attempt to settle such dispute.
- c. In the event that the Company and Client settle such dispute and subject to any limitation of liability in this Agreement, any settlement will be anticipated to be on an "actual cash basis." That is, the basis of claim valuation will be either the actual cash value of the property damaged or stolen, allowing for reasonable depreciation, or for the repair of that property, whatever is less.
- d. Compensation for settlement will consist of either a check payable to the party suffering the loss, or by credit to the Client's future accounts as deemed commercially expedient by the Company. However, it is understood by all parties, that once rendered, services are accepted by the Client and no credit or back charge for settlements may be taken against those services rendered without the express consent of the Company. This consent will depend on the compliance with the provisions of this Agreement.
- e. At its election, Company may exercise rights to "salvage" of property which may be subject of a claim.
- f. The venue of any suit for any breach of this Agreement is hereby agreed to be any court of competent jurisdiction in New Castle County, in the State of Delaware. The law applicable to any litigation relating to this Agreement shall be the laws of the State of Delaware, without regard to its conflicts of laws principles.
- g. If Company shall be required to employ an attorney to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising hereunder, or to collect damages for the breach of the Agreement or to prosecute or defend any suit resulting therefrom, and the Company is the prevailing party in such action, Client agrees to pay the Company for all reasonable costs, charges, expenses, expert fees and attorneys' fees expended or incurred in connection therewith.

#### GENERAL CONDITIONS AND PROVISIONS:

- a. Title to Intellectual Property. All title to, ownership of, and all rights in patents, copyrights, trade secrets and any other intellectual property rights in the Systems and Services is and shall remain the Company's property and no change order or other written terms and conditions provided by Client to Company shall transfer any intellectual property rights. Any change order provided by Client to Company shall be subject to the terms and conditions of this Agreement.
- b. Power Fluctuations and Outages. Client acknowledges that power fluctuations and failure is a common problem and that Company is not liable for any System failure due to a power outage. Client shall promptly report any System problems following a power outage to Company.
- c. Telephone and Internet. Client acknowledges and agrees that signals which are transmitted over the telephone lines or via the internet are wholly beyond the control of Company and Company is not liable for any interruption due to utility or service provider failure or if Company's central station should be destroyed or becomes inoperable due to fire or other disaster.
- d. Solar Power. Client acknowledges and agrees that solar panels generate power as long as there is a light source. Failure of the equipment to

- generate power due to poor weather conditions or other barriers blocking the sun are wholly beyond the control of Company and Company is not liable for any interruption of power as a result thereof.
- e. Acceptance of Services. Services performed under this Agreement shall be deemed accepted by Client unless written proof of claim is made to Company no later than ten (10) days after Services are rendered.
  - f. Repairs. Provided Client's account is current, Company will use its reasonable commercial efforts to carry out service/repairs within two (2) business days, but shall not be responsible for delays or failure to respond by reason of power or connection failures, failures due to weather or other conditions, or otherwise for any conditions beyond the reasonable control of Company, including but not limited to, terrorism, active shooter incidents, strikes, work stoppages, fires, civil disobedience, riots, rebellions, Acts of God and similar occurrences.
  - g. Training. Training in accessing and reviewing historical archive retained in the on-site System is provided. The review of archived video is the responsibility of the Client.
  - h. Assignment. Company may assign this Agreement or any of its rights and obligations hereunder; Company shall notify Client of any such assignment. Client may not assign this Agreement without Company's prior written consent.
  - i. Without the Company's prior written consent, Client may not assign, sell, or sublease the System or any part of it without Company's prior written consent.
  - j. Company shall have the right to subcontract the Services performed under this Agreement to an affiliate or third-party provider without prior consent of Client. Company shall be fully liable for its subcontractor's compliance with this Agreement.
  - k. In the event Client is not the site owner, Client hereby warrants that Client has secured the written consent of the owner for the installation and removal of the System.
  - l. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or any other legal theory) shall be brought more than one (1) year after the accrual of the cause of action thereof.
  - m. Waivers. No waivers or modifications shall be valid unless the same are in writing and executed by the parties' authorized representatives hereto.
  - n. Video Release. Video footage/snapshots captured by Company's equipment or services will be used on Company owned websites or trade events for training and marketing purposes with prior written consent of Client.
  - o. Conflicts. This Agreement, and these Standard Terms and Conditions, supersede any additional, different, or conflicting terms on Client's printed forms, or conflicts implied from course of dealing or trade usage, and integrate and replace all prior representations of Company. This transaction is expressly conditioned upon Client's assent to the terms and conditions of this Agreement, including, without limitation, these Standard Terms and Conditions.
  - p. Rules of Construction. Both parties have had the opportunity to have this Agreement reviewed by their attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms.
  - q. Captions. Captions or paragraph headings included in this Agreement are for reference purposes only and shall not modify or limit the statements contained herein.
  - r. Electronic Signatures; Counterpart Execution. The parties agree that this Agreement may be executed electronically, and that counterparts of this Agreement sent by facsimile, electronic mail or other electronic transmission shall (a) have the same effect as an original and (b) serve as conclusive proof, admissible in judicial proceedings, of a party's execution hereof. To facilitate execution, this Agreement may be executed in counterparts; all counterparts shall collectively constitute a single agreement.
  - s. Notices. All notices, requests, demands, or other communications hereunder, other than day-to-day communications, shall be in writing. Notice given by personal service or overnight courier shall be deemed effective on the date it is delivered to the addressee. Notice mailed, properly addressed, shall be deemed effective on the fourth business day following its postmark. Notices referenced herein shall be provided to the party at the address in the preamble, Attention: Legal Department (or such other address of which either party shall notify the other party in writing).

[End of Agreement]



**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 (5<sup>th</sup>) 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

## #17-158

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

## #17-158

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/IOB) 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.

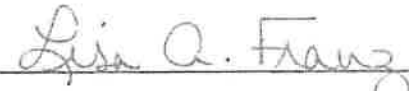
CONTRACTOR

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:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Change Order #005- Installation of Translucent Glazing - 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.

The District requested that Balfour Beatty replace previously installed glazing with translucent glazing at the classrooms entry doors to mitigate safety concerns. In addition, glazing not installed was changed from clear to translucent glazing.

After review by CFW and the Architect of Record, Arcadis, a change order in the amount of \$30,376.33 is being proposed.

**FISCAL IMPACT:**

\$30,376.33 - 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 ratify Change Order #005 for installation of translucent glazing at the classroom doors at the Rose Ave Reconstruction project.

**ADDITIONAL MATERIALS:**

**Attached:** [Change Order No. 005 \(2 Pages\)](#)

[COR #007 \(14 Pages\)](#)

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



# CHANGE ORDER

Date: 03/20/2024

CHANGE ORDER NO. 005

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.....	\$ 1,059,052.84
ADJUSTED CONTRACT SUM.....	\$ 42,737,445.84
<b>NET CHANGE – Change Order #5</b> .....	<b>.....\$ 30,376.33</b>
Total Change Orders to Date: .....	\$ 1,089,429.17
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.....	\$ 42,767,822.17
Commencement Date: .....	November 1, 2021
Original Completion Date: .....	October 5, 2023
Original Contract Time: .....	705 Calendar Days
Time Extension for all Previous Change Orders: .....	97 Days
Time Extension for this Change Order: .....	0 Days
Adjusted Completion Date: .....	January 12, 2024
Percentage .....	(0.001%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Install translucent glazing at classrooms			\$30,376.33	
2.					
3.					
4.					
5.					
6.					
	Totals			\$30,376.33	

Total Change Order No. 005 ..... \$ 30.376.33

*\*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: \_\_\_\_\_

Contingency  
 Draw  
 Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

**CHANGE ORDER REQUEST (COR)**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

COR#: ~~7~~ #5  
 Date: 6-7-2023

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

The Contract is changed as follows:

Ref. Cost Event #148 - RFI 340 Door Type E Clarification  Provide labor, equipment and materials for the following: - Replace Glazing @ Door Type E to be Translucent Glazing (16 Doors Total) <b>Total = \$13,825.00</b>  - Remove installed glazing and provide Translucent Film at all Sidelights adjacent to Doors designated as 'E' and 'E1'. (37 Sidelites) <b>Total = \$16,551.33</b>	\$ 30,376.33
---	--------------

The cost of this work will be drawn from Contractor Contingency:

\_\_\_\_\_

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

CONSTRUCTION MANAGER  
CFW Group, Inc.

By: Rafael Flamilla      By: [Signature]      By: \_\_\_\_\_  
 Date: 6/7/23      Date: 07/28/2023      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	6-7-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	148
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

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

**Description of Work:**

Ref. Cost Event #148/COR #07 (Contingency Draw Request #76 R2) - RFI 340 Door Type E Clarification

Provide labor, equipment and materials for the following:


- Replace Glazing @ Door Type E to be Translucent Glazing (16 Doors Total) **Total = \$13,825.00**
- Remove installed glazing and provide Translucent Film at all Sidelights adjacent to Doors designated as 'E' and 'E1'. (39 Sidelites) **Total = \$16,551.33**

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Translucent Glazing	\$	13,825.00	
Translucent Film	\$	16,551.33	
		<b>Subtotal B: \$</b>	<b>30,376.33</b>
<b>C. General Contractor's Cost</b>			
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)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>30,376.33</b>

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 2023-06-07  
 Date

		Lic# 898030	
<b>Glass Contractor</b> Commercial & Residential		9232 Bermudez Street • Pico Rivera, CA 90660 • Phone: 562) 699-9300 • Fax: 562) 692-6962 • Sales@eliteglassco.com •	
<b>Project</b>		Rose Avenue ES Reconstruction	ROM_RFI#340
<b>GenCon</b>		Balfour Beatty Construction	
<b>DESCRIPTION</b>		<b>QTY (LS)</b>	<b>Rate</b>
1. Replace Glazing @ Door Type E to be Translucent Glazing (16 Doors Total)		1	\$ 13,825.00
2. Remove installed glazing and provide Translucent Film at all Sidelights adjacent to Doors designated as 'E' and 'E1'. (37 Sidelites)		1	\$ 16,551.33
			\$ 13,825.00
			\$ 16,551.33



**Glass Contractor**  
Commercial & Residential

9232 Bermudez Street •  
Pico Rivera, CA 90660 •  
Phone: 562) 699-9300 •  
Fax: 562) 692-6962 •  
Sales@eliteglassco.com •

**PROPOSED CHANGE ORDER**

PROJECT NAME: Rose Ave ES Reconstruction COP Quote NO.: 16560000-03.1  
 PROJECT LOCATION: 220 South Driskill St. Oxnard CA 93030 Reference SECTION 085113/088100  
 Owner: \_\_\_\_\_ DATE: 6/29/2023  
 Project Manager/GC: Rafael Alamillo/Balfour Beatty Construction  
 DESCRIPTION OF CHANGE: Provide Price Per RFI#340 to Remove installed glazing and provide Translucent Film at all Sidelights adjacent to Doors designated as 'E' and 'E1'. (37 Sidelites)

REFERENCE: SECTION 085113/088100

TIME ADJUSTMENT TO SCHEDULE: Additional 3 Calendar Days **N/A**

**ADDITIVE DEDUCTIVE**

**A MATERIAL**

Description	Qty	Unit	Unit Rate	Total
1. Remove/install existing glazing and provide Translucent Film at all Sidelights adjacent to Doors designated as 'E' and 'E1'. (37 Sidelites); approximately 500 SF	1.00	LS	\$ 7,200.80	\$ 7,200.80
Sub-Total				\$ 7,200.80
Tax, CA			10.50%	\$ 756.08
Material - Total				\$ 7,956.88

**\$7,956.88 \$ -**

**B LABOR & EQUIPMENT**

Description	Qty	Unit	Unit Rate	Total
Glazier, Regular Hours	48.00	MAN-HOURS	\$ 98.15	\$ 4,711.20
Employers burden: Tax & Insurances				\$ 811.68
Labor - Total				\$ 5,522.88

**\$5,522.88 \$ -**

**C PICK-UP/DELIVERY**

Description	Qty	Unit	Unit Rate	Total
1. PICK-UP AND DELIVERY	1	LS	\$ 700.00	\$ 700.00
Sub-Total				\$ 700.00
Tax				\$ -
Total				\$ 700.00

**\$700.00 \$ -**

**D 2nd TIER SUBCONTRACTOR**

Description	Qty	Unit	Unit Rate	Total
2nd Tier Subcontractor - Total				\$ -

**\$0.00 \$ -**

**D SUB-TOTAL (ADDITIVE)**

**\$ 14,179.76**

**E SUB-TOTAL (DEDUCTIVE)**

**\$ -**

**F Total Direct Cost (Line D + E)**

**\$ 14,179.76**

**G Mark-up (Overhead & Profit)**

15% **\$ 2,126.96**

**H Total Direct Costs + Mark-up (Line F + G)**

**\$ 16,306.73**

**I Payment & Performance Bond**

1.50% **\$ 244.60**

**K Total Change Request:**

**\$ 16,551.33**

Submitted by:  
**ELITE GLASS ENTERPRISES, INC.**

Approved By:

Signature:  
Name: **JIMMY GULAPA**  
Date: 6/29/2023

Signature:  
Name: **Rafael Alamillo**  
Date:





Lic# 898030

**Glass Contractor**  
Commercial & Residential

9232 Bermudez Street •  
Pico Rivera, CA 90660 •  
Phone: 562) 699-9300 •  
Fax: 562) 692-6962 •  
Sales@eliteglassco.com •

**PROPOSED CHANGE ORDER**

PROJECT NAME: Rose Ave ES Reconstruction COP Quote NO.: 16560000-03  
 PROJECT LOCATION: 220 South Driskill St. Oxnard CA 93030 Reference SECTION 085113/088100  
 Owner: \_\_\_\_\_ DATE: 6/29/2023  
 Project Manager/GC: Rafael Alamillo/Balfour Beatty Construction  
 DESCRIPTION OF CHANGE: Provide Price Per RFI#340 to Replace Glazing @ Door Type E to be Translucent Glazing (16 Doors Total)

REFERENCE: SECTION 085113/088100

TIME ADJUSTMENT TO SCHEDULE: Additional 3 Calendar Days **N/A**

**ADDITIVE DEDUCTIVE**

**A MATERIAL**

Description	Qty	Unit	Unit Rate	Total
1. Laminated / Insulated Tempered 1/4 Solarban 90 VT Tempered 7/16 Lpx Bronze Ano Presert Laminated Unit 3/16 Clear Annealed 060 Arctic Snow(030/030W) 3/16 Clear Annealed	206.00	SF	\$ 28.30	\$ 5,829.57
Sub-Total				\$ 5,829.57
Tax, CA			10.50%	\$ 612.11
Material - Total				\$ 6,441.68

**\$6,441.68 \$ -**

**B LABOR & EQUIPMENT**

Description	Qty	Unit	Unit Rate	Total
Glazier, Regular Hours	40.00	MAN-HOURS	\$ 98.15	\$ 3,926.00
Employers Burden: tax & Insurances				\$ 676.40
Labor - Total				\$ 4,602.40

**\$4,602.40 \$ -**

**C PICK-UP/DELIVERY**

Description	Qty	Unit	Unit Rate	Total
1. PICK-UP AND DELIVERY	1	LS	\$ 800.00	\$ 800.00
Sub-Total				\$ 800.00
Tax				\$ -
Total				\$ 800.00

**\$800.00 \$ -**

**D 2nd TIER SUBCONTRACTOR**

Description	Qty	Unit	Unit Rate	Total
2nd Tier Subcontractor - Total				\$ -

**\$0.00 \$ -**

**D SUB-TOTAL (ADDITIVE)**

**\$ 11,844.08**

**E SUB-TOTAL (DEDUCTIVE)**

**\$ -**

**F Total Direct Cost (Line D + E)**

**\$ 11,844.08**

**G Mark-up (Overhead & Profit)**

15% **\$ 1,776.61**

**H Total Direct Costs + Mark-up (Line F + G)**

**\$ 13,620.69**

**I Payment & Performance Bond**

1.50% **\$ 204.31**

**K Total Change Request:**

**\$ 13,825.00**

Submitted by:  
ELITE GLASS ENTERPRISES, INC.

Approved By:

Signature: \_\_\_\_\_  
Name: **JIMMY GULAPA**  
Date: 6/29/2023

Signature: \_\_\_\_\_  
Name: **Rafael Alamillo**  
Date:

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Door Type E Clarification

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	04/20/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>		<b>DUE DATE:</b>	04/28/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	08 41 13 - Glazed Aluminum Entrances and Storefronts
<b>DRAWING NUMBER:</b>	A9201C	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

**Question from Filbert Carbajal (Balfour Beatty) at 04:27 PM on 04/20/2023**

Door type E in A9201C isn't defined; however, per the approved submittal 08 41 13-2.1, the storefronts at the classrooms and kindergarten call for Type IG-2 which is Clear low-e insulating safety glass. Please confirm if door type E is Type IG-2 which is Clear low-e insulating safety glass.

Awaiting an Official Response

**All Replies:**

Door Type 'E' is designated on Building C Door Schedule, Sheet A9201C; 'Door-Type' column.

Per RFI meeting on 04/24/2023, please provide ROM for District review and direction:

**ROM 1:**  
 Bldg C Classrooms / Kindergarten: Replace glazing at Door Type 'E', to be Translucent Glazing  
 Bldg C Classrooms / Kindergarten: Replace glazing at all Sidelights adjacent to Doors designated as 'E' and 'E1'.  
 (As point of clarification, this option requires glazing at Doors 'E1' to be replaced with Translucent Glazing, per Approved Drawings)

**ROM 2:**  
 Bldg C Media / Classrooms / Kindergarten: Provide credit to Owner for not installing Translucent Glazing at 'E1' locations.  
 Bldg C Classrooms / Kindergarten: Remove installed glazing and provide Translucent Film over clear glass at Door Types 'E' and 'E1'.  
 Bldg C Classrooms / Kindergarten: Remove installed glazing and provide Translucent Film at all Sidelights adjacent to Doors designated as 'E' and 'E1'.

Ruben R.  
 Arcadis-IBI  
 04/25/2023

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

## Framed-Aluminum Entrances, Storefronts, Curtain Wall, Aluminum Windows - Shop Drawing

<b>SPEC SECTION:</b>	08 41 13 - Glazed Aluminum Entrances and Storefronts	<b>SUBMITTAL MANAGER:</b>	Filbert Carbajal (Balfour Beatty)
<b>STATUS:</b>	Open	<b>DATE CREATED:</b>	01/24/2022
<b>ISSUE DATE:</b>	01/25/2022	<b>REVISION:</b>	1
<b>RESPONSIBLE CONTRACTOR:</b>	Elite Glass Enterprise (Pico Rivera)	<b>RECEIVED FROM:</b>	
<b>RECEIVED DATE:</b>		<b>SUBMIT BY:</b>	11/19/2021
<b>FINAL DUE DATE:</b>	03/7/2022	<b>LOCATION:</b>	
<b>SUB JOB:</b>		<b>COST CODE:</b>	
<b>APPROVERS:</b>	Filbert Carbajal (Balfour Beatty), Sophia Limon (Balfour Beatty), Linda Iversen (IBI Group), Ruben Ruiz (IBI Group)		

**BALL IN COURT:**  
Filbert Carbajal (Balfour Beatty), Sophia Limon (Balfour Beatty)

**DISTRIBUTION:**

**DESCRIPTION:**

Shop Drawings: For glazed aluminum entrance and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.

1. Include structural analysis data indicating compliance of installed system with specified performance requirements and design criteria, signed and sealed by the qualified professional engineer responsible for their preparation.
  - a. Anchorage of aluminum storefront systems to adjacent construction as may be indicated on Drawings is only for purposes of obtaining preliminary approval of Drawings from Division of the State Architect, and is not intended as the final design. Actual anchorages are to be fully engineered (with supporting calculations) to specified performance requirements, and indicated on Shop Drawings.
2. Include details of joinery, including concealed welds.
3. Include details of provisions for system expansion and contraction and for draining moisture occurring within the system to the exterior.
4. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
5. Shop Drawings and structural analysis as specified above require review and approval by Division of the State Architect (DSA) under Deferred Approval process. Return of Shop Drawing submittal is contingent on review and approval by DSA.

**ATTACHMENTS:**

### SUBMITTAL WORKFLOW

REVIEWER NAME	DUE DATE	RESPONSE DATE	RESPONSE	ATTACHMENTS	COMMENTS
Filbert Carbajal	2/21/2022				
Sophia Limon	2/21/2022				
Linda Iversen	3/7/2022				
Ruben Ruiz	3/7/2022				

Project Name  
Rose K-5

**Balfour Beatty**

APPROVED       REJECTED  
 REVIEWED       NOT REVIEWED

---

BY FCarbajal      DATE 2/24/2022

SUBMITTAL# 08 41 13-2.1      SPEC 08 41 13

This review is only for general conformance of the project and general compliance. Corrections or comments made on these drawings during this review do not relieve Contractor/Subcontractor from compliance with the requirements of the plans and specifications. Contractor is responsible for all dimensions and fabrication to be confirmed and correlated at the job site

Reviewed

Submittal has been reviewed in accordance with Contract Documents.

- No Exceptions Taken
- Make Corrections Noted
- Revise and Resubmit
- Rejected

IBI Group Architecture Planning  
date: 02/25/2022 by: Carlos Zaragosa

See dimension changes at 2/E9, 3/E10, and 4/E10. Verify 3 and 4/E10 overall dimensions in field due to the tight space it will be in.

**COPIES TO**



**1** BUILDING C-FIRST FLOOR PLAN (NORTH)  
 ARCH REF: A2310C SCALE: 3/32" = 1'-0"

REVISION		
No	Date	Description

OWNER:  
**OXNARD SCHOOL DISTRICT**  
 1051 South A Street,  
 Oxnard, CA 93030  
 Tel. 805.385.1501

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. Driskill St, Oxnard, CA 93030  
 OXNARD SCHOOL DISTRICT

PROJECT ARCHITECT:  
**IBI GROUP**  
 315 W. 9th Street, Suite 600  
 Los Angeles, CA 90015  
 Tel. 213.769.0011

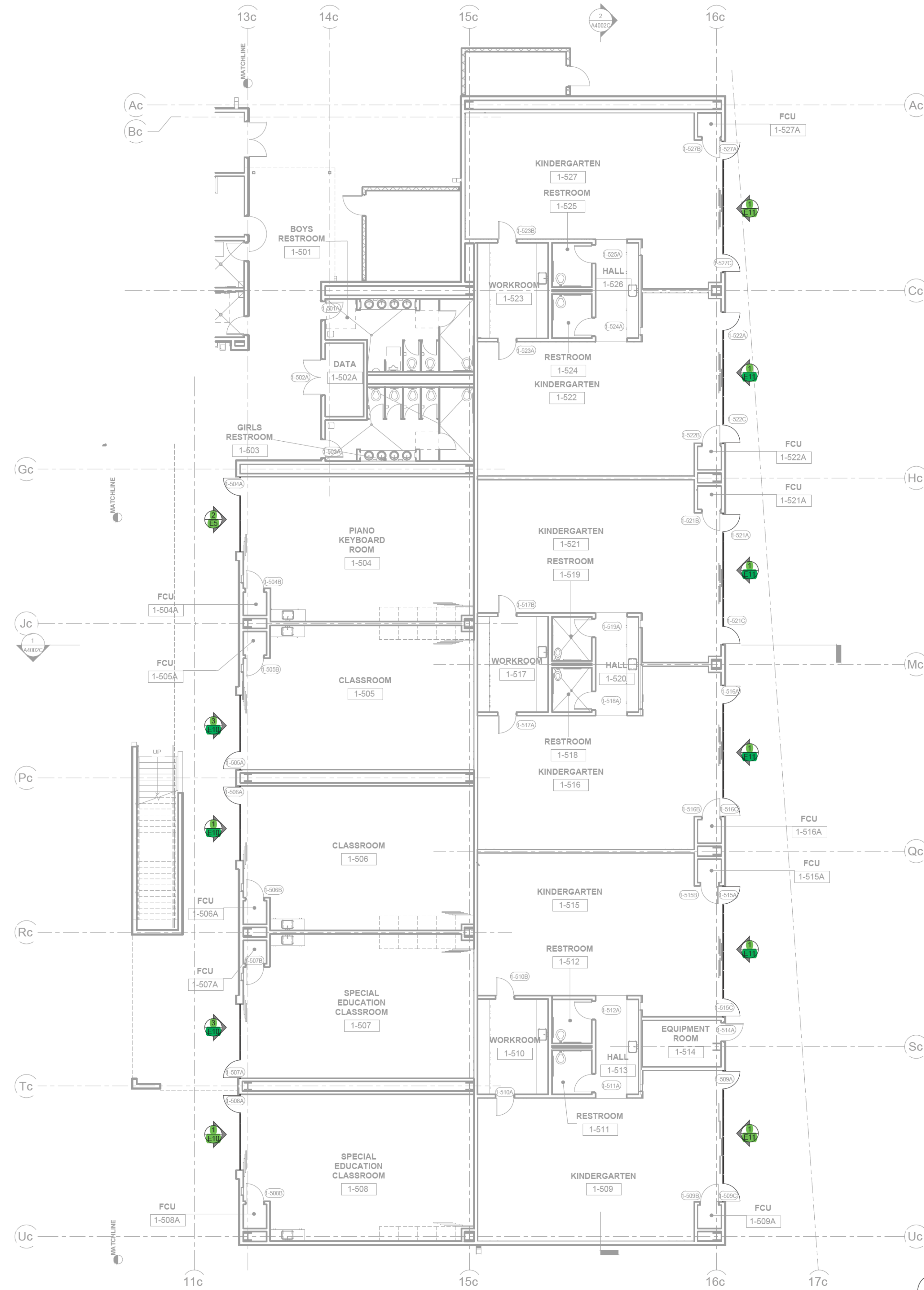
GENERAL CONTRACTOR:  
**BALFOUR BEATTY**  
 1501 Quail Street, Suite 130,  
 New Beach, CA 92660  
 Tel. 949.502.4000  
 www.balfourbeatty.com

GLAZING CONTRACTOR:  
**Elite GLASS Enterprise, Inc.**  
 Lic# 898030  
 9232 Bermudez St.  
 Pico Rivera, CA 90640  
 Tel: 562.699.9300  
 Fax: 562.692.6962

DRAWN BY: CPS  
 CHECKED BY: -  
 DATE: 01/10/2022  
 SCALE: AS SHOWN

PLAN

DRAWING NUMBER:  
**P4**



**1** BUILDING C-FIRST FLOOR PLAN (SOUTH)  
 ARCH REF: A2310C SCALE: 3/32" = 1'-0"

REVISION		
No	Date	Description
△		
△		
△		
△		
△		
△		
OWNER:		
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street, Oxnard, CA 93030 Tel. 805.385.1501		
PROJECT <h2 style="text-align: center;">ROSE AVENUE K-5 SCHOOL</h2> <p style="text-align: center;">220 S. Driskill St, Oxnard, CA 93030</p> <p style="text-align: center;">OXNARD SCHOOL DISTRICT</p>		
PROJECT ARCHITECT:		
<b>IBI GROUP</b> 315 W. 9th Street, Suite 600 Los Angeles, CA 90015 Tel. 213.769.0011		
GENERAL CONTRACTOR:		
<b>BALFOUR BEATTY</b> 1501 Quail Street, Suite 130, New Beach, CA 92660 Tel. 949.502.4000 www.balfourbeatty.com		
GLAZING CONTRACTOR:		
<b>Elite GLASS Enterprise, Inc.</b> <small>Lic# 898030</small> 9232 Bermudez St. Pico Rivera, CA 90640 Tel: 562.699.9300 Fax: 562.692.6962		
DRAWN BY: CPS		
CHECKED BY: -		
DATE: 01/10/2022		
SCALE: AS SHOWN		
PLAN		
DRAWING NUMBER:		
<b>P5</b>		



REVISION		
No	Date	Description

OWNER:  
**OXNARD SCHOOL DISTRICT**  
1051 South A Street,  
Oxnard, CA 93030  
Tel. 805.385.1501

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. Driskill St, Oxnard, CA 93030  
OXNARD SCHOOL DISTRICT

PROJECT ARCHITECT:  
**IBI GROUP**  
315 W. 9th Street, Suite 600  
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9232 Bermudez St,  
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Tel: 562.699.9300  
fax: 562.692.6962

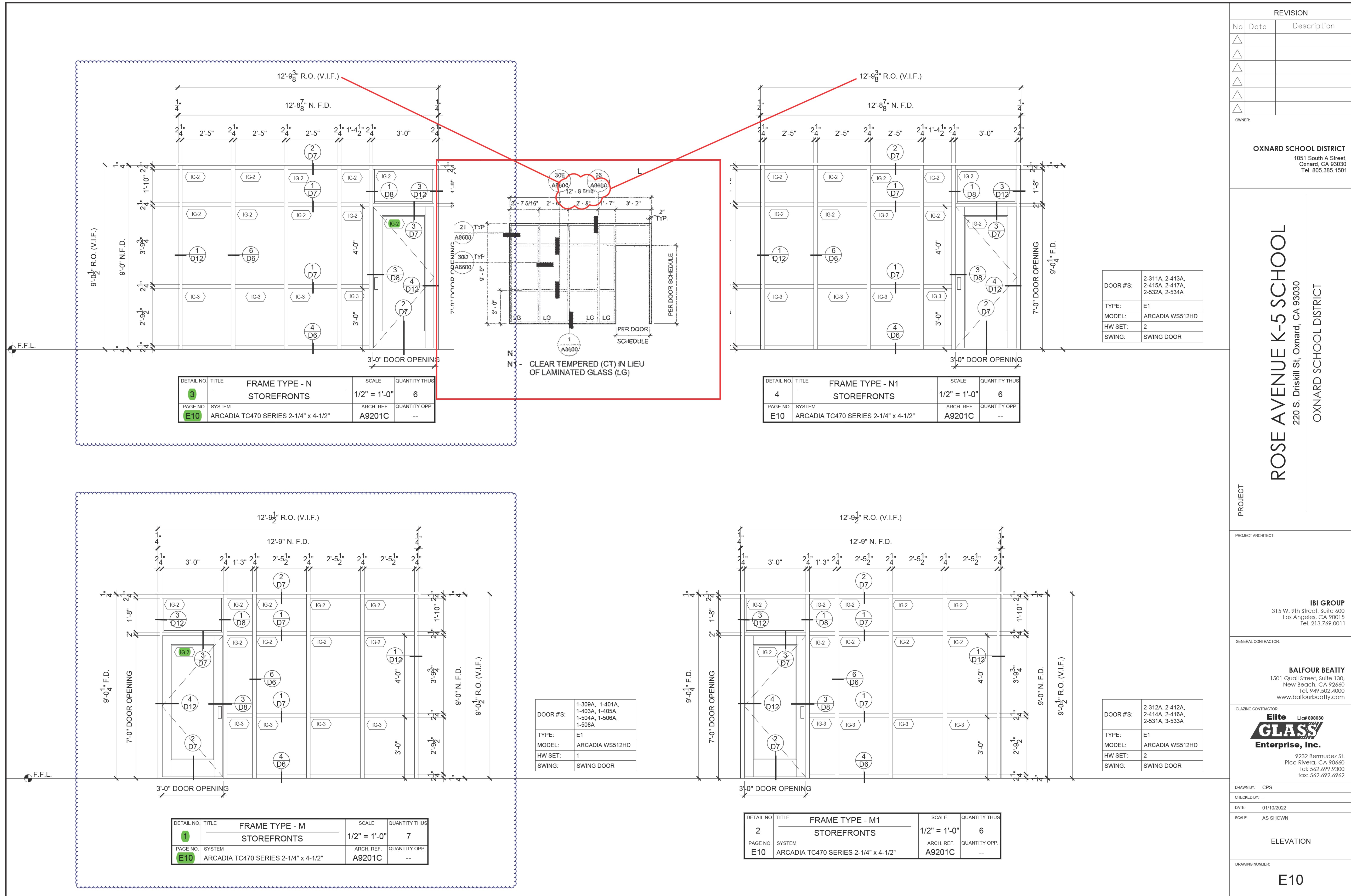
DRAWN BY: CPS  
CHECKED BY: -  
DATE: 01/10/2022  
SCALE: AS SHOWN

ELEVATION  
DRAWING NUMBER  
**E10**

DOOR #S:	2-311A, 2-413A, 2-415A, 2-417A, 2-532A, 2-534A
TYPE:	E1
MODEL:	ARCADIA WS512HD
HW SET:	2
SWING:	SWING DOOR

DOOR #S:	1-309A, 1-401A, 1-403A, 1-405A, 1-504A, 1-506A, 1-508A
TYPE:	E1
MODEL:	ARCADIA WS512HD
HW SET:	1
SWING:	SWING DOOR

DOOR #S:	2-312A, 2-412A, 2-414A, 2-416A, 2-531A, 3-533A
TYPE:	E1
MODEL:	ARCADIA WS512HD
HW SET:	2
SWING:	SWING DOOR



DETAIL NO:	3	TITLE:	FRAME TYPE - N STOREFRONTS	SCALE:	1/2" = 1'-0"	QUANTITY THUS:	6
PAGE NO.:	E10	SYSTEM:	ARCADIA TC470 SERIES 2-1/4" x 4-1/2"	ARCH. REF.:	A9201C	QUANTITY OPP.:	--

DETAIL NO:	4	TITLE:	FRAME TYPE - N1 STOREFRONTS	SCALE:	1/2" = 1'-0"	QUANTITY THUS:	6
PAGE NO.:	E10	SYSTEM:	ARCADIA TC470 SERIES 2-1/4" x 4-1/2"	ARCH. REF.:	A9201C	QUANTITY OPP.:	--

DETAIL NO:	1	TITLE:	FRAME TYPE - M STOREFRONTS	SCALE:	1/2" = 1'-0"	QUANTITY THUS:	7
PAGE NO.:	E10	SYSTEM:	ARCADIA TC470 SERIES 2-1/4" x 4-1/2"	ARCH. REF.:	A9201C	QUANTITY OPP.:	--

DETAIL NO:	2	TITLE:	FRAME TYPE - M1 STOREFRONTS	SCALE:	1/2" = 1'-0"	QUANTITY THUS:	6
PAGE NO.:	E10	SYSTEM:	ARCADIA TC470 SERIES 2-1/4" x 4-1/2"	ARCH. REF.:	A9201C	QUANTITY OPP.:	--

REVISION		
No	Date	Description
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△		

OWNER:  
**OXNARD SCHOOL DISTRICT**  
1051 South A Street,  
Oxnard, CA 93030  
Tel. 805.385.1501

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. Driskill St, Oxnard, CA 93030  
OXNARD SCHOOL DISTRICT

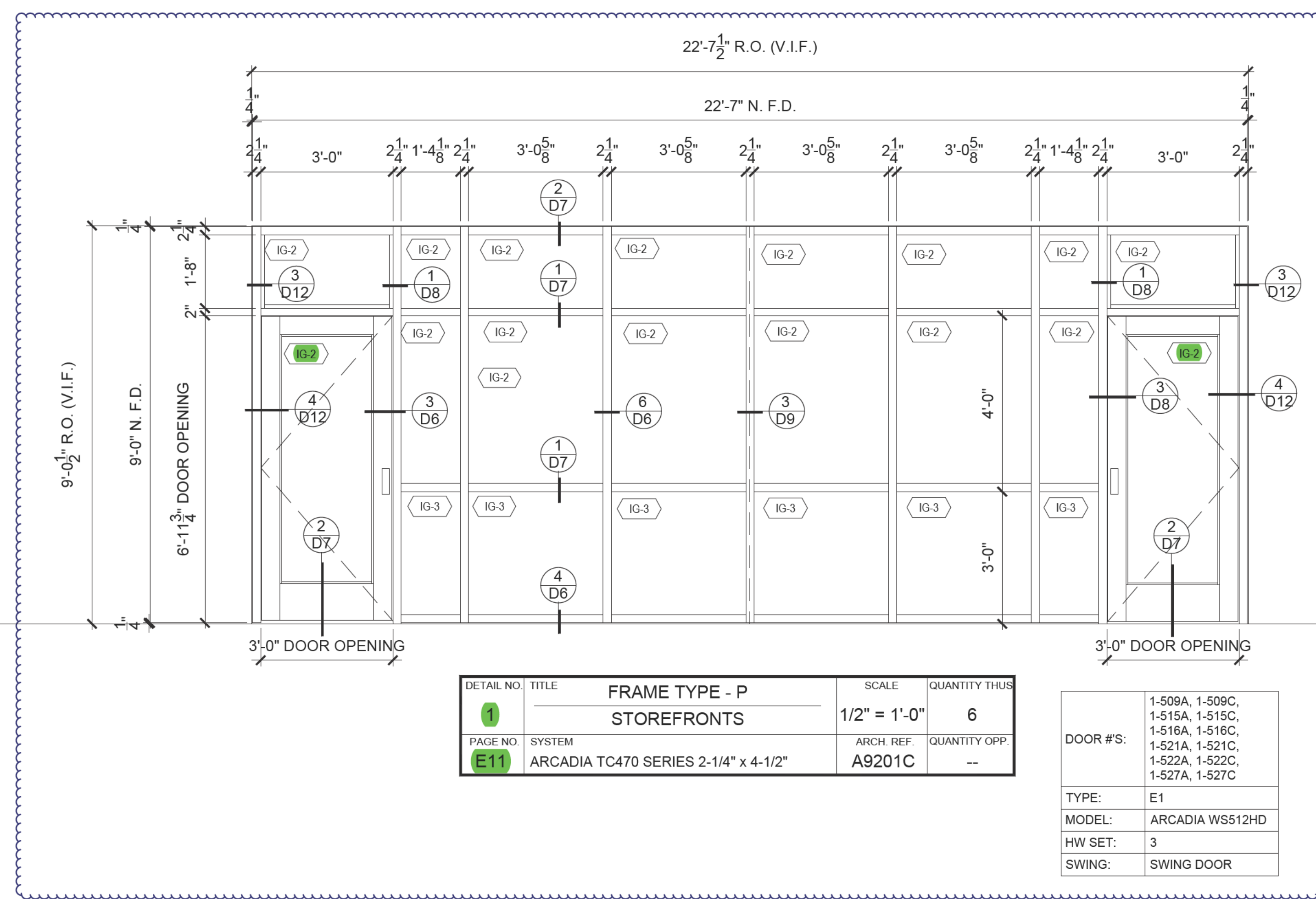
PROJECT ARCHITECT:  
**IBI GROUP**  
315 W. 9th Street, Suite 600  
Los Angeles, CA 90015  
Tel. 213.769.0011

GENERAL CONTRACTOR:  
**BALFOUR BEATTY**  
1501 Quail Street, Suite 130,  
New Beach, CA 92660  
Tel. 949.502.4000  
www.balfourbeatty.com

GLAZING CONTRACTOR:  
**Elite GLASS Enterprise, Inc.**  
Lic# 898030  
9232 Bermudez St.  
Pico Rivera, CA 90660  
Tel: 562.699.9300  
fax: 562.692.6962

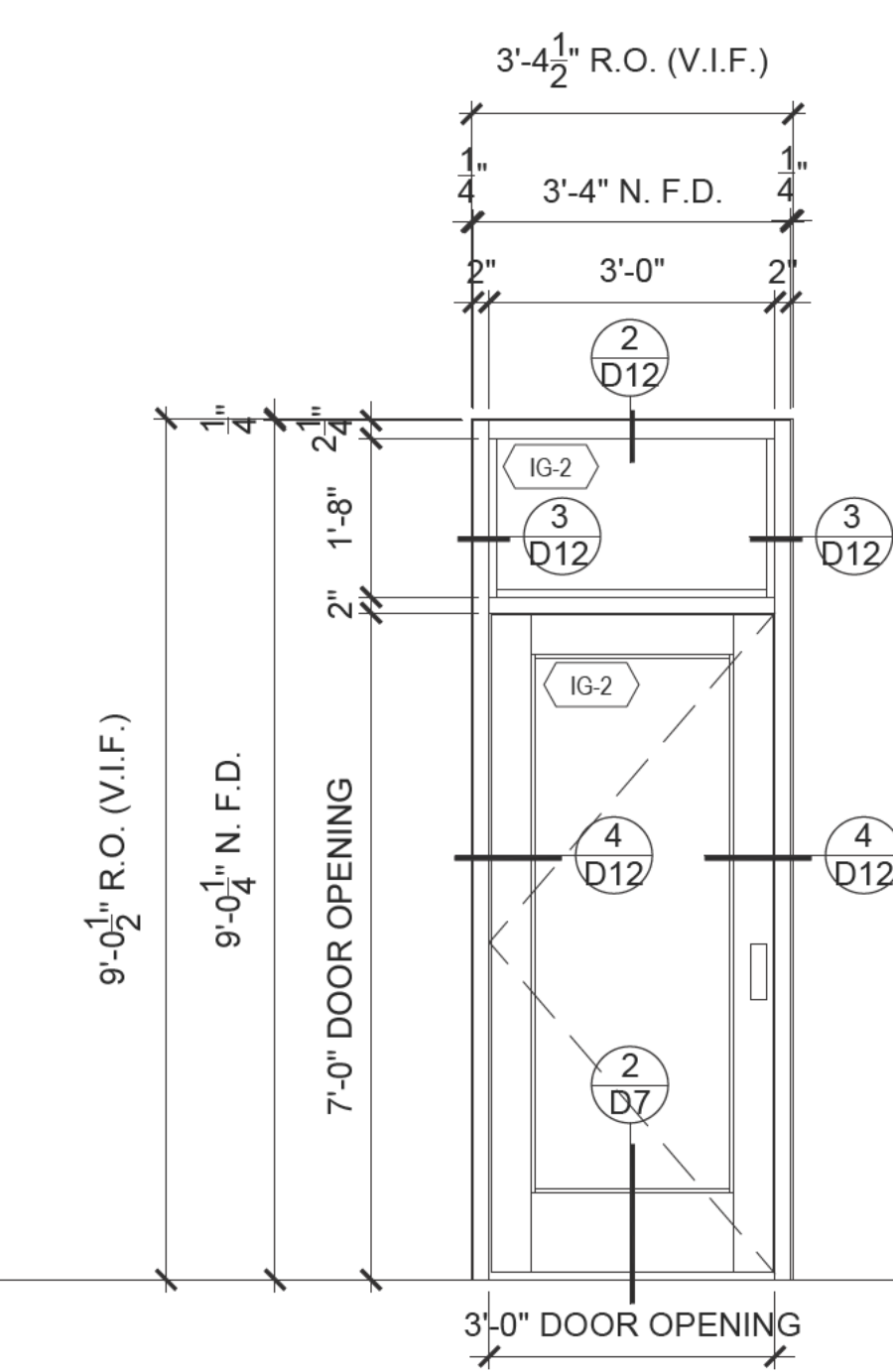
DRAWN BY: CPS  
CHECKED BY: -  
DATE: 01/10/2022  
SCALE: AS SHOWN

ELEVATION  
DRAWING NUMBER  
**E11**



DETAIL NO.	TITLE	SCALE	QUANTITY THUS
1	FRAME TYPE - P STOREFRONTS	1/2" = 1'-0"	6
PAGE NO. E11	SYSTEM ARCADIA TC470 SERIES 2-1/4" x 4-1/2"	ARCH. REF. A9201C	QUANTITY OPP. --

DOOR #S:	1-509A, 1-509C, 1-515A, 1-515C, 1-516A, 1-516C, 1-521A, 1-521C, 1-522A, 1-522C, 1-527A, 1-527C
TYPE:	E1
MODEL:	ARCADIA WS512HD
HW SET:	3
SWING:	SWING DOOR



DETAIL NO.	TITLE	SCALE	QUANTITY THUS
2	FRAME TYPE - T STOREFRONTS	1/2" = 1'-0"	1
PAGE NO. E11	SYSTEM ARCADIA TC470 SERIES 2-1/4" x 4-1/2"	ARCH. REF. A9201C	QUANTITY OPP. --

DOOR#:	1-301B
TYPE:	D
MODEL:	ARCADIA WS512HD
HW SET:	9
SWING:	SWING DOOR



Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

## Glass Glazing - Product Data

<b>SPEC SECTION:</b>	08 81 00 - Glass Glazing	<b>SUBMITTAL MANAGER:</b>	Filbert Carbajal (Balfour Beatty)
<b>STATUS:</b>	Open	<b>DATE CREATED:</b>	08/9/2021
<b>ISSUE DATE:</b>		<b>REVISION:</b>	0
<b>RESPONSIBLE CONTRACTOR:</b>	Elite Glass Enterprise (Pico Rivera)	<b>RECEIVED FROM:</b>	
<b>RECEIVED DATE:</b>		<b>SUBMIT BY:</b>	
<b>FINAL DUE DATE:</b>	01/4/2022	<b>LOCATION:</b>	
<b>SUB JOB:</b>		<b>COST CODE:</b>	
<b>APPROVERS:</b>	Filbert Carbajal (Balfour Beatty), Linda Iversen (IBI Group), Ruben Ruiz (IBI Group)		
<b>BALL IN COURT:</b>	Filbert Carbajal (Balfour Beatty)		

**DISTRIBUTION:**

**DESCRIPTION:**

- A. Product Data: For each type of product indicated.
- B. CALGreen Submittals:
  - 1. Manufacturer's product data for glazing sealants and primers indicating compliance with product requirements specified in "CALGreen Requirements" Article.
- C. Qualification Data: For the following; 1. Installers. 2. Manufacturers of insulating-glass units with sputter-coated, low-e coatings.
- D. Product Certificates: For glass and glazing products, from manufacturer.
- E. Product Test Reports: For tests performed by a qualified testing agency, for the following:
  - 1. Insulating glass.
- F. Preconstruction adhesion and compatibility test report.
- G. Sample Warranties: For special warranties.

**ATTACHMENTS:**

### SUBMITTAL WORKFLOW

REVIEWER NAME	DUE DATE	RESPONSE DATE	RESPONSE	ATTACHMENTS	COMMENTS
Filbert Carbajal	12/17/2021		Pending		
Linda Iversen	1/4/2022		Pending		
			Pending		

Reviewed

Submittal has been reviewed in accordance with Contract Documents.

- No Exceptions Taken
- Make Corrections Noted
- Revise and Resubmit
- Rejected

IBI Group Architecture Planning  
date: 01/04/2022 by: CARLOS ZARAGOSA

Please submit samples for  
approve prior to purchase

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



**Type IG-2: Clear low-e insulating safety glass.**

Thickness (inches)	Transmittance UV %	Transmittance Visible %	Transmittance Total Solar %	Exterior Solar Reflectance %	Exterior Visible Reflectance %	Interior Visible Reflectance %	U-Value (Winter Nighttime) (Btu/hr·ft <sup>2</sup> ·°F)	U-Value (Summer Daytime) (Btu/hr·ft <sup>2</sup> ·°F)	Shading Coefficient (SC)	Solar Heat Gain Coefficient (SHGC)	Light To Solar Gain (LSG)	Thermal Stress Risk (if annealed glass)
Solarban® 90 on Clear 6mm (2)   Air (5%) / Argon (95%) Mix 1/2" (12.7mm)   Clear 6mm												
1"	7	51	19	37	12	19	0.24	0.21	0.26	0.23	2.22	Med

### Specifications

#### Insulating Unit Construction

Solarban® 90 on Clear 6mm (2) | Air (5%) / Argon (95%) Mix 1/2" (12.7mm) | Clear 6mm

**Outdoor Lite:** Clear with a second surface Solarban® 90

**Indoor Lite:** Clear 6mm

**Vitro Approved Manufacturers/Where to Buy Vitro Products:** Vitro Certified™ Network

**Certification:** Vitro lite(s) are Cradle to Cradle certified by McDonough Braungart Design Chemistry, LLC (MBDC [www.mbdc.com](http://www.mbdc.com))

**Solarban® 90:** Solarban 90 is a high performing MSVD advanced solar control low-e glass with the appeal of a true neutral-reflective clear glass aesthetic. Solarban 90 glass is engineered with new materials and refinements to Vitro's proven triple-silver coating technology to offer architects a product that outperforms Solarban 70 glass while balancing visible light transmittance and helping to manage glare. The coating can also be paired with, or used directly on several Vitro tinted glasses in an insulating glass unit.

The results represent Center-of-Glass performance data based on ANSI/NFRC 100 and ANSI/NFRC 200 Environmental Design Conditions utilizing the LBNL Window 7.3 software program according to the procedures in ANSI/NFRC 100, ANSI/NFRC 200, and NFRC 300. Performance data is based on representative samples of factory production. Actual values may vary slightly due to variations in the production process. This data is to be used for comparison purposes and should not be considered a contract. For configurations that include diffuse components, performance results cannot be verified and should only be used as a general indication of performance. It is the recipient's responsibility to ensure the manufacturability of the above glazing configurations as well as evaluating appropriate design considerations such as wind and snow load analysis, thermal stress analysis, and local building code compliance. Vitro makes no warranty or guarantee as to the results obtained by the user and assumes no responsibility for the accuracy of the data from non-Vitro manufacturers utilized in the above simulations. Vitro recommends that a full size mock-up be reviewed under the specific job-site conditions and retain the mock-up as a basis of acceptable product.

Vitro Architectural Glass | 400 Guys Run Road Cheswick, PA 15024 USA | ©2001-2021 Vitro Flat Glass Inc. - All Rights Reserved | Legal Notices & Privacy Policy  
 Atlantica, Azuria, Graylite, IdeaScapes, Optibue, Optigray, Pacifica, Solarban, the Solarban logo, Solarblue, Solarbronze, Solarcool, Solargray, Solenix, Starphire, the Starphire logo, Sungate, Vitacool, Vitro, the Vitro logo, and the Vitro Certified network logos are registered trademarks owned by Vitro. Cradle to Cradle is a trademark of MBDC.  
 Glass colors represented are approximate.

While Vitro has made a good faith effort to verify the reliability of this computer based tool, it may contain unknown programming errors that may result in incorrect results. The user is encouraged to use good judgment and report any questionable results to Vitro for evaluation. The applicability and subsequent results of data simulated by this tool will be compromised if the user fails to input the correct information. Vitro makes no warranty or guarantee as to the results obtained by the user of this tool and assumes no responsibility for the accuracy of the data from non-Vitro manufacturers available for simulations in this program.

**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

**#17-158**

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 (5<sup>th</sup>) 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

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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.

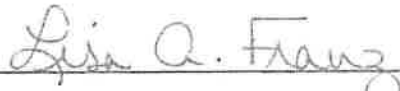
CONTRACTOR

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:** March 20, 2024

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

### **Personnel Actions (Torres/Fuentes)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent 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 03.20.24 \(1 pg\).pdf](#)  
[Classified Personnel Actions 03.20.24 \(1 pg\).pdf](#)

**CERTIFICATED PERSONNEL ACTIONS**

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

**New Hires**

Scheerger, Robert	Manager, Special Education	March 11, 2024
Ceja Arenas, Elizabeth	Substitute Teacher	2023/2024 School Year
Harper Recine, Stephanie	Substitute Teacher	2023/2024 School Year
Millet, Kurt	Substitute Teacher	2023/2024 School Year
Rodarte, JuanCarlos	Substitute Teacher	2023/2024 School Year
Zamarron, Reydesel	Substitute Teacher	2023/2024 School Year

**Resignations**

Awa-Dubose, Quincy	Special Ed Teacher	March 6, 2024
Jaimes, Ingrid	Manager, Special Ed	June 14, 2024
Monis, Carolanne	Multiple Subject Teacher	June 14, 2024
Ross, Charles	Science Teacher	June 14, 2024
Starks, Olivia	Speech Therapist	June 14, 2024

**Retirement**

Nateras, Leslie	Multiple Subject BCLAD, Teacher	June 14, 2024
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**New Hires**

Duran, Alma R.	Payroll Technician, Position #9175 Budget & Finance 8.0 hrs./ 246 days	03/04/2024
English, Kayla A.	School Occupational Therapist, Position #2865 Special Education Department 8.0 hrs/ 202 days	03/06/2024
Narog, Emily G.	Mental Health Clinician, Position #12172 Ramona 8.0 hrs./220 days	02/26/2024
Orozco, Dolores Y.	Campus Assistant, Position #10559 Ritchen 5.0 hrs./180 days	02/22/2024
Orozco, Gerardo	Child Nutrition Worker, Position #129 Child Nutrition Services 5.0 hrs./185 days	03/04/2024
Rojano Cortez, Andrew L.	Campus Assistant, Position #7827 Frank 5.25 hrs./180 days	02/26/2024
Verduzco, Sarah M.	Assistant Director of CNS, Position #2873 Child Nutrition Services 8.0 hrs./261 days	03/04/2024

**Limited Term/Substitutes**

Bernal, Jose M.	Custodian (Substitute)	03/04/2024
Edmonson, Baylee C.	Paraeducator (Substitute)	02/12/2024
Essaghzadeh, Marina	Campus Assistant (Substitute)	02/22/2024
Mendez, Karla	Paraeducator (Substitute)	02/20/2024
Murray, Judy E.	Paraeducator (Substitute)	02/14/2024
Navarrete, Yovani	AVID Tutor	02/27/2024
Sandoval Carrillo, Koral	Campus Assistant (Substitute)	03/01/2024
Vega, Alexis S.	Paraeducator (Substitute)	03/01/2024
Wilson, Christy A.	Child Nutrition Worker (Substitute)	02/24/2024
Zirate, Daniel	AVID Tutor	02/27/2024

**Medical Layoffs**

11775	Child Nutrition Worker, Position #2847 Lopez 4.5 hrs./185 days	02/13/2024
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**Resignations**

Baez, Diana D.	Paraeducator-Special Education, Position #10965 Special Education 5.75 hrs./183 days	02/26/2024
Martinez, Melissa	Paraeducator-General Education, Position #2574 Frank 5.5 hrs./183 days	03/08/2024

**Retirement**

Vargas De Bravo, Maria De La Luz	Campus Assistant, Position #2979 Elm 5.0 hrs./180 days	02/29/2024
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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

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

### **Approval of Agreement #23-215 – CDWG (DeGenna/Hubbard)**

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CDWG will evaluate and conduct a health assessment on the current CISCO Phone Management System for the Oxnard School District. Services will be provided remotely at no cost to the District.

Term of Agreement: March 21, 2024 through June 30, 2024

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Chief Information Officer, and the Interim Superintendent, that the Board of Trustees approve Agreement #23-215 with CDWG.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-215, CDWG \(4 Pages\)](#)  
[Statement of Work \(6 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

\_\_\_\_\_  
Provider Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

\_\_\_\_\_  
Director, Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





# **CISCO ARCHITECTURAL ADVISORY STATEMENT OF WORK**

## **EXECUTIVE SUMMARY**

### **BACKGROUND & BUSINESS DRIVERS**

OXNARD SCHOOL DISTRICT (“Customer, “You”) has a Cisco on-premises collaboration platform and needs to evaluate their existing environment to determine how to best move forward and reach a desired future state.

By undertaking this project, OXNARD SCHOOL DISTRICT addresses needs relating to

1. Issues or concerns with your current environment, as it relates to configuration
2. Current or future software and hardware compatibility issues with the collaboration platform as well as documenting end-of-life or near end-of-life items
3. Your current collaboration solution and determining cloud migration potential and options (for example, Webex Calling)

### **OUTCOME**

CDW (“Seller”) will perform the Collaboration Architecture Advisory that will provide OXNARD SCHOOL DISTRICT with a Roadmap presentation, a Cloud Migration document, and a Health Assessment document to advise OXNARD SCHOOL DISTRICT on your collaboration platform options for future state planning.

CDW (“Seller”) will perform the Collaboration Architecture Advisory that will provide OXNARD SCHOOL DISTRICT with a Roadmap presentation, a Cloud Migration document, and a Health Assessment document to advise OXNARD SCHOOL DISTRICT on your collaboration platform options for future state planning. The solution will enable efficient use of resources (including technology), to stay within budget, reduce operational costs, and drive return on investment. It will also provide better operational, organizational and technological experiences for employees and/or end users.

This outcome will result in increased reliability and consistency for OXNARD SCHOOL DISTRICT.

The specific outcomes in this Statement of Work (SOW) will be mutually agreed upon by Customer and Seller upon commencement of the project and the performance and completion of these outcomes will be jointly evaluated prior to project close.





## PROJECT SCOPE

This Collaboration Architecture Advisory engagement consists of the following phases: Plan, Discover, Analyze, Design, and Present. CDW will deliver the agreed upon documents as defined in the "Item(s) Provided to Customer" section, at the end of the project.

The current collaboration components to be evaluated include Unified Communications Manager, Unity Connection, IM&P, CER, phones, gateways, UCS and ESXi servers, and expressways.

Required modifications to the scope, cost, or schedule will be handled via a change order that will be presented to the customer for review and sign-off.

### PROJECT SCOPE TABLE

Phase	Description
Plan	Identify core team and stakeholders. Determine objectives for technical interviews.
Discover	Interview the technical team to document current architecture, desired future state, and to identify pain points.
Analyze	Conduct Health Assessment, perform cloud migration evaluation, and analyze the findings.
Design	Document findings, prioritize needs, evaluate potential solutions, and create all deliverables.
Present	Review Roadmap presentation with the core team, stakeholders, and executives, and identify next steps.

### OUT OF SCOPE

Tasks outside this SoW include, but are not limited to:

1. Implementation, configuration, or troubleshooting of network hardware or physical network connectivity issues or any phone system components.
2. Remediation of any problems found during the assessment.
3. External projects/dependencies that may have significant impact on the timeline, schedule, and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.
4. Detailed architectural diagram(s).
5. Collaboration components not explicitly listed within the Project Scope.





Services not specified in this SoW are considered out of scope and will be addressed with a separate SoW or Change Order.

### ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Health Assessment Document	Existing Collaboration platform assessment	PDF
Cloud Migration Document	Identify key areas to consider in a cloud migration scenario	PDF
Roadmap Presentation	Summary presentation of the advisory engagement listing findings and recommendations	PPTX

### PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines, or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

Price estimates are based on the total number of hours for the project not exceeding (20) hour(s) over the course of a (1)-week period. If customer is unable to engage resources or complete customer responsibilities causing project duration to extend beyond (20) hour(s) within (1) contiguous week(s), additional project administration costs will be covered through a Change Order.

### TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Services Acceleration will provide funding in the amount of \$9,942.00 (“**Funding**”).

The Funding will be applied to the Total Fees. Once the Funding has been exhausted, Seller’s invoice(s) will reflect the balance of any fees due. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement.





Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

### **SERVICES FEES**

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$9,942.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

<b>Milestone</b>	<b>Percentage</b>	<b>Fee</b>
Signed Sow	50%	\$4,971.00
Completion of Assessment	50%	\$4,971.00
Subtotal	100%	\$9,942.00
<b><i>Less Services Acceleration funding</i></b>		<b><i>(\$9,942.00)</i></b>
<b>Estimated Totals</b>		<b>\$0.00</b>

### **Expenses**

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

### **TRAVEL NOTICE**

The Parties agree that there will be no travel required for this project. All services under this SOW will be performed remotely.





## CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Oxnard School District	1051 South A Street, Oxnard, CA 93030

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (“**Change Order**”). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## SIGNATURES

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and OXNARD SCHOOL DISTRICT (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcwell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcwell effective December 1, 2019 (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

In acknowledgement that the Parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.





# CDW AMPLIFIED™ SERVICES

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

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

### **Approval of Agreement #23-260 – Think Together (Fox)**

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Think Together will lead an Equity Study in partnership with Oxnard SD. The Equity Study serves as a baseline to help school and district leaders understand the systems and conditions on the current student outcomes to uncover hidden barriers, particularly for the most vulnerable students.

Term of Agreement: March 21, 2024 through June 30, 2024

#### **FISCAL IMPACT:**

Not to Exceed: \$257,000.00 – Title I

#### **RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-260 with Think Together.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-260 Think Together \(15 Pages\)](#)  
[Proposal \(9 Pages\)](#)



# 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 (3<sup>rd</sup>) 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](mailto:accountspayable@oxnardsd.org), [a2fox@oxnardsd.org](mailto:a2fox@oxnardsd.org) and [dvalenzuela-arenas@oxnardsd.org](mailto:dvalenzuela-arenas@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**  
**2023-2024**  
PARTNERSHIP PLAN #024-123

To: Dr. Ana De Genna  
Superintendent  
adegenna@oxnardsd.org

From: Genny Sosa  
Vice President, Education Partnerships  
genny@orendaed.org

Date: January 30, 2024

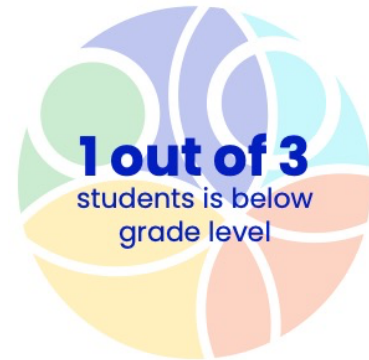
Every child deserves a premium education  
that only some currently receive.

-Dr. Robin Avelar La Salle



### The Challenge

Every year, 2 million of California's 6 million students are not qualified for college upon graduating high school. For decades, the gap between white students and our most vulnerable student populations has persisted. As a result of the pandemic, the gap has increased.



### Equity Gap >> Achievement Gap

The root cause of the achievement gap is the disparity in academic performance between different student populations. It is not simply that the same groups of students happen to perform better or worse every year. When we peel back the layers of the systems and practices of districts and schools, we see that some student populations are better set up to succeed while failure is normalized for other student populations, which points to an equity gap.

### The Orenda Difference >> Educational Equity For All Students

For over 25 years, Orenda Education has transformed educational systems in the most vulnerable districts in California. Our mission is to ensure that all students receive a premium education that is TRUE, RIGHT, and JUST! We achieve this by partnering with district and school teams to build and refine systems and practices that are grounded in equity, driven by data, and sustained through collaborative learning. Our nested system is designed to support all levels of district staff from the board room to the classroom. With our guidance and when the systems work is implemented with full fidelity, Orenda partners have experienced systemic change for all students.

### Orenda Education provides both breadth and depth in professional development related to leadership development.

Orenda is an experienced provider in partnering with school and district leaders to provide professional development programs customized to meet the unique needs of schools, clusters of schools or districts. Orenda is the school improvement division of Think Together, a 501 c3 nonprofit corporation, the largest afterschool provider in the state.





Orenda’s systems approach is Teach Lead Counsel (TLC). TLC provides equity-based systemic changes to schools, so improvement is continuous and sustainable.

- **TEACH** builds a powerful teaching and learning system by designing grade-level curriculum, common assessments and instructional strategies while enabling educators to reflect and reassess their methods.
- **LEAD** builds the capacity of site and district leaders through a scholarly and technical approach to support the school conditions for staff and students to reach achievement targets.
- **COUNSEL** builds the student support services division of the school community where staff use actionable college readiness indicator data via Orenda’s monitoring software to measure student progress towards college and career readiness.

The TLC model currently serves schools with a high-impact, in-person, or virtual, systems-driven approach to improve academic achievement for underserved students. The methodologies use data to guide teachers, administrators, and school counselors to ensure that students are mastering grade-level curriculum and are on-track to graduating high school, prepared for college and career ready.

The TLC approach uniquely targets interventions to all levels and professions within an educational community, and not only to teachers, which is more common in the field. This “nested” approach is one of the keys to success towards sustainable, systemic improvement for the entire district.

**Oxnard School District (OSD)** currently partners with Orenda Education to support positive student outcomes throughout the district. At the district’s request and based on our understanding of OSD’s priorities, Orenda is pleased to present the following scope of work for the year 2023-2024.



**PROPOSED SCOPE OF WORK**

From March 2024 through June 2024, Orenda will provide the following services to OSD:

- 1. Equity Study** – Beginning March 2024, Orenda will lead an Equity Study in partnership with Oxnard SD. The Equity Study serves as a baseline to help school and district leaders understand the systems and conditions that are producing current student outcomes and uncover hidden barriers, particularly for the most vulnerable students. The study informs an action plan that maximizes results for students and looks to answer the following questions:
  - What is the current student success profile?
  - What systems best explain the student success profile?
  - What can be done to accelerate student success?

In order to provide a full comprehensive Equity Study for the 20 diverse school communities in Oxnard, we will choose a sampling of four schools in which to engage in a “deep dive” portion of the study.

The schools that have been selected for the “deep dive” portion of the study are as follows:

Oxnard School District
<ul style="list-style-type: none"> <li>o Elm Street Elementary K-5</li> <li>o Harrington Elementary K-5</li> <li>o Marina West Elementary K-5</li> <li>o Cesar E. Chavez School K-8</li> </ul>
<p>* Fremont Academy of Environmental Science &amp; Innovative Design completed their “deep dive” study in Fall of 2023 and will be included as part of the data analysis for the district report.</p>

The remaining 15 schools will participate in a “light touch” component of the study that will allow the Orenda study team to then analyze data and produce a report that will capture trends across district systems. The district report will include a full comprehensive analysis that includes all district schools along with findings



and recommendations that will be specific to the action plan for the district administrative team.

During this study, a team of Orenda Achievement Specialists will conduct the following activities:

**a. Frontloading sessions** to outline the approach and logistics of the Equity Study and ensure the OSD leadership team is fully engaged in the initiative. Frontloading sessions may include other educational partners including district office team members and teacher union representatives. Sessions will also cover communication strategy, timeline, principal and district roles and responsibilities, shared platforms, etc.

**b. Data gathering and analysis:** Activities include focus group interviews, staff surveys, and student shadowing which are designed to help paint a complete picture of the student experience. Students representing target student groups and all achievement profiles are selected at random by site administration.

- **Staff Surveys:** These are done by teachers, counselors, support staff, and administrators before the team arrives on campus. This provides some basic information about instructional practices that acquaints the team with the school.
- **Focus Groups Interviews:** Designed to get input from staff members in each subject. Staff will be asked a series of questions about the instructional systems at the site. If possible, Orenda spends at least 50 minutes with each group of teachers representing different grade/content areas.

Focus groups include:

- Site Administrators
- Counselors/Wrap Around Service Providers
- Certificated Teaching Staff
- Classified Staff (optional)
- Students (optional)
- Parent Representatives (optional)



- **Student Shadowing:** Designed to experience a “day in the life” of the students. Student shadowing is confidential, and students should not know that they are being shadowed. Orenda asks that you provide a sampling of students by grade level for each student group.

**c. Quantitative data gathering and analysis:** Conducted offsite by a team of Achievement and Data Specialists in collaboration with site and district staff. The information collected from staff surveys, focus group interviews and student shadowing process is triangulated with school and district data to uncover the hidden barriers to student achievement.

- Please note that in order to meet the proposed timeline of events listed below, the Oxnard SD data team will need to fulfill Orenda’s data requests within 2 weeks of the initial communication.

**d. Report:** Following the data collection and analysis, Orenda will share a report that includes findings and actionable recommendations no later than **June 2024**. At the completion of the studies, the Oxnard SD Leadership team will receive an individual report findings and recommendations for next steps.

**2. Site Study Reveal** – Orenda Achievement Specialists will present the results of the individual school studies for Elm ES, Harrington ES, Marina West ES, and Cesar E. Chavez School. The presentation will reveal each school’s achievement story that answers the three preliminary questions of the study:

- a. What is the student success profile?
- b. What systems explain the student success profile?
- c. What can be done to accelerate student achievement?

Orenda will work with district leadership to determine whether the delivery of services will be virtual or on-site.



**PROFESSIONAL FEES**

District Services/Group Sessions	# Of Schools	Total Fee for Services
1. Equity Study	--	--
a. Deep Dive K-5 Elementary Schools	3	\$120,000
b. Deep Dive K-8 School	1	\$50,000
2. Light Touch Schools	15	\$75,000
3. Site Study Reveals	4	\$12,000
<b>Total Scope of Work</b>		<b>\$257,000</b>

**TERMS OF PAYMENT**

Total fees for this scope of work are **\$257,000**. **Think Together-Orenda** will invoice Oxnard SD 50% of \$257,000 (equal to \$128,500) in March 2024, and the remaining 50% in May 2024. The invoicing schedule is intended to facilitate the processing of payments and might not exactly correspond to the timing of services rendered.

**SCOPE OF WORK AND ROLE AGREEMENT**

Orenda values your partnership and will make every effort to complete services in the agreed timeframe. District will hold Orenda Education harmless for any district initiated cancelled and unscheduled sessions. The Orenda team will work with district/site staff to reschedule alternative dates within reason. We rely on the collaboration of our school partners to ensure scheduling and data needs are met and we will communicate promptly to develop alternatives if partner or data availability becomes a concern. From time to time, the proposed services and timeline outlined in this scope of work may need to be adjusted to meet the needs on the ground.



**In a joint effort to provide services that are timely, responsive to site need and in keeping with the overall goals of the project**, the following outlines processes, and protocols for the 2023–2024 school year:

- Orenda Ed team members will make every effort to reschedule a session that is cancelled by the site or district leadership. If the leadership is not available or responsive in requests to reschedule the cancelled service, the district will remain responsible for the session.
- In the event of an emergency and the originally scheduled Orenda Ed specialist is unavailable to provide a scheduled service, an Orenda Ed team member will facilitate the session.
- Changes to the Partnership Plan services will occur through mutual agreement between Orenda Ed and site/district leadership. In the event that different or additional sessions above the agreed upon scope of work are required, if appropriate, the team will propose converting existing sessions prior to proposing a new scope of work.
- Orenda Ed lead will work with site/district leadership to identify which services will take place in a virtual or in-person format. All services can be provided in both formats and the current context will determine which format is most appropriate.
- Professional Development services will be provided as agreed upon in the Partnership Plan. Staff participation will be the responsibility of the site/district. Orenda Ed team will prepare sessions for the number of participants provided in advance.
- Orenda Ed will provide the necessary support for services requiring data. Site/district data leads, and admin agrees to complete data tasks to set up site teams with the tools and resources needed to fully engage in sessions.



Signature by an authorized representative indicates agreement to the scope of work.

Oxnard SD	Orenda Education
By:	Genny Sosa, Vice President
Date:	January 30, 2024
Signature:	



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

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

### **Approval of Agreement #23-264 – Sterling Venue Ventures, LLC (Fox)**

---

Rental fees for use of the Oxnard Room at the Oxnard Performing Arts Center for the K-8 schools, 8th Grade Promotion Ceremonies on June 12, 2024.

Chavez School- 9:00 am

Marshall School- 11:30 am

Lemonwood School- 1:30 pm

Driffill School- 3:30 pm

#### **FISCAL IMPACT:**

Not to exceed \$5,250.00 – General Fund Unrestricted

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services, that the Board of Trustees approve Agreement #23-264 with Sterling Venue Ventures, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-264, Sterling Venue Ventures \(4 Pages\)](#)  
[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

# Oxnard PAC - 2024 Rental Agreement

STERLING VENUE VENTURES @ Oxnard PAC

<b>Calendar Contract For:</b> <b>OXNARD ROOM</b>			
Event Name	Date	Day	Time In: <b>8am</b>
<b>K-8 schools, 8th grade promotional</b>	<b>6/12/24</b>	<b>Wednesday</b>	Time Out: <b>5pm</b>
Company Name: <b>Oxnard School District</b>		Contact: <b>Dalia dvalenzuela-arenas@oxnardsd.org</b>	
Event Description: <b>K-8 schools, 8th grade promotional</b>		Event Type: <b>Graduation</b>	
Attendance: <b>1600</b>		Ticketed: <b>yes</b>	

Fee Schedule	Rate:	Additional Notes:	Total:
Rental License Fee	\$5,250	Price per day	\$5,250
<b>Facilities</b>		FEES USED	\$ -
Building Overtime (After 10 Hrs) @ \$250/Hr.			\$ -
VIP Room Rental	\$0		\$ -
Bar Buyout	\$0		\$ -
Utilities	\$0		\$ -
Stage Power Disconnects	\$0		\$ -
<b>Lighting</b>			
Standard Conventional Lighting	\$0		
Full Pro Lights Package	\$0		\$ -
<b>Audio</b>			
THX Surround Sound	\$0		
Front of House (Main)	\$0		\$ -
On Stage Monitors	\$0		\$ -
<b>Video Projection / Recording</b>			
Video Projection Downstage Screen 42'x20'	\$0		
Video Projection Upstage Screen 16'x20'	\$0		
Christie Projector	\$0		\$ -
<b>Cleaning</b>			
Event Cleaning	\$0		\$ -
VIP Room Cleaning (If used for catering)	\$0		
Additional Trash Removal / Dumpster Rental	\$0		
Confetti Cleanup	\$350		
<b>Miscellaneous</b>			
Advertising	\$0	Ask for details	
Parking Permits	\$0	Per event	\$ 500.00
Green Room Hospitality	\$0		\$ 500.00
<b>Ticketing</b>			
Music Lic ASCAP,BMI,SECAP,WMR	0%		\$ 2,000.00
Ticketing (AXS)	0%	Per guest at event	
Printing Fee	\$0	Printing	
Merchandise Split	70/30		
Event Cost:			\$5,250

### Theatre Staff

FOH- Required for all Events			Hours	# of Staff	Rate PTEB	
Ushers	1 per 75	\$25/hour	4	8	\$28.40	\$ -
Porter	1 ea	\$150 ea	flat rate	2	\$150.00	\$ -
Security	1 per 200	\$48/hour	4	4	\$68.16	\$ -
Box Office	1 per 500	\$25/hour	6	1	\$35.50	\$ -
Bathroom Attendants	2 ea	\$150 ea	flat rate	1	\$150.00	\$ -
FOH Manager	1 ea	\$48.50/hour	7	1	\$60.35	\$ -
Tech Production Manager	1 ea	\$48.50/hour	7	1	\$ 60.35	\$ -
<b>Tech Staff</b> (Tech Staff is billed at 8 hrs - OT is additional)*			7	3	\$46.15	0
Stagehands & Loaders	as Needed	\$32.50 to \$42.50/ Hr				
<b>OVERTIME</b>			<b>2</b>	<b>0</b>	<b>46.15</b>	<b>\$ -</b>

<p><b>NOTE:</b> This is an inclusive rental including  <b>On stage 14 chair, On the stage small rectangle table w/two chairs</b>  <b>Podium, Flags, Mic/projector, Seating of 700 chairs. Small Room for snacks</b>  <b>The Inclusive rate of \$5,250 does not include overtime of employees.</b></p>	<p>Damage Deposit: \$ -                  Total Fees: \$ 5,250.00                  Deposit: \$ -                  Payment: \$ 5,250.00                  Due: \$ 5,250.00</p>
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Sterling Venue Ventures, LLC

Client Signature

- \* By signing this Agreement, you are agreeing and to ALL Terms and Conditions of the SVV / Oxnard PAC Contract.
- \* Make all checks payable to: **Sterling Venue Ventures, LLC**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

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

### **Approval of Agreement #23-265 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)**

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Inlakech Cultural Arts Center will provide Cultural Performances of Traditional Mexican regional dances from Jalisco at the Oxnard PAC for the Eighth Annual Cesar Chavez Awards Ceremony on April 16, 2024.

#### **FISCAL IMPACT:**

Not to exceed \$500.00 – Supplemental Concentration Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Equity, Family Community Engagement, that the Board of Trustees approve Agreement #23-265 with Inlakech Cultural Arts Center.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-265, Inlakech Cultural Arts Center \(4 Pages\)](#)  
[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



# INVOICE #1

(805) 890-2193  
 jgomez450@aol.com

**Inlakech Cultural  
 Arts Center/Lucha**  
 632 W. Guava Street  
 Oxnard, CA 93033

Attention: Teresa Ruvalcaba  
 Oxnard Elementary School District,  
 1051 South A Street  
 Oxnard, CA 93033  
 Date: July 25, 2024

Project Title: Oxnard School District's Cesar Chavez Awards Ceremony  
 Project Date April 16, 2024  
 Invoice Number#: 01-24-2024

Description	Quantity	Unit Price	Cost
Cultural Performance of Traditional Mexican regional dances from Jalisco at the OPAC for the Annual Cesar Chavez Awards Ceremony		\$ 500	\$ 500
		Subtotal	\$ 500
		Tax	
		Total	\$ 500

Please Make check out to: Teatro Inlakech/Lucha.  
 632 W. Guava Street, CA. 93033  
 FID #953400870

Thank you for your prompt attention on our needs. Pending funding.

Respectfully,

Javier Gomez,  
 Artistic Director



January 24, 2024

To: Teresa Ruvalcaba

Oxnard Elementary School District

Thank you for the opportunity to perform at the Oxnard School District's Cesar Chavez Awards Ceremony held at the Oxnard Performing Arts Center on April 16, 2024.

Our dance program will include three traditional Mexican dances from the state of Jalisco.

We will need access to a PA system to play our music, and a microphone.

Cost of performance is \$500.00.

If you have any questions, please contact me at your earliest convenience.

Thank you for this opportunity. I look forward to being a part of the Cesar Chavez Awards Celebration.

Best Regards,

A handwritten signature in black ink, appearing to read 'Javier Gomez', is written over a light blue circular stamp.

Javier Gomez

Artistic Director/Founder

Inlakech Cultural Arts Center

Email: [jgomez450@aol.com](mailto:jgomez450@aol.com)

Phone: (805) 890-2193

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #23-266 – Brett Haddoak (Fox/Shea)**

---

Brett Haddoak will provide web development solutions using technology to enhance the learning environment, streamline administrative processes, and create better communication between students, parents, teachers, and administrators.

Term of Agreement: March 21, 2024, through June 30, 2025

#### **FISCAL IMPACT:**

Not to Exceed \$45,000.00 – Expanded Learning Opportunity Program

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-266 with Brett Haddoak.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-266, Brett Haddoak \(15 Pages\)](#)  
[Proposal \(15 Pages\)](#)



# 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 (3<sup>rd</sup>) 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:

**NOT APPLICABLE**

- 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

**NOT APPLICABLE**

- 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 [jorejel@oxnardsd.org](mailto:jorejel@oxnardsd.org), [gshea@oxnardsd.org](mailto:gshea@oxnardsd.org), and [accountspayable@oxnardsd.org](mailto: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: \_\_\_\_\_

# Website Development Proposal

Prepared for:

Oxnard School District

Prepared by:

Brett Haddoak

Prepared on: **2023-09-13**

Valid until: **2024-04-30**

```
122 margin-top: 20px;  
123 margin-bottom: 30px;  
124 }  
125 h3{  
126   font-size: 22px;  
127   color: #8e8e8e;  
128   font-family: 'montserratregular';  
129 }  
130 }  
131 }  
132 en.mail{  
133   background: url(../img/mailico.p  
134   display: inline-block;  
135   width: 12px;  
136   height: 14px;  
137   float: left;  
138   margin: 2px 7px 0 0;  
139 }  
140 en.phone{  
141   background: url(../img/phoneico.p  
142   display: inline-block;  
143   width: 20px;  
144   height: 18px;  
145   float: left;  
146   margin: 2px 7px 0 0;
```

# The Proposal

In today's fast-paced world, education is no longer confined to the four walls of a classroom. It has transcended boundaries and entered the digital realm, offering limitless possibilities for learning and growth. The Oxnard School District recognizes the importance of harnessing this potential to provide a world-class educational experience for its students, teachers, and administrators.

I am excited to present this proposal, which outlines the vision for transforming education within the Oxnard School District through cutting-edge web development solutions. Our commitment is to leverage technology to enhance the learning environment, streamline administrative processes, and foster better communication between all stakeholders.

## The Digital Frontier

As we stand at the cusp of a new era in education, it is essential to adapt to the changing landscape. This proposal is a testament to our dedication to embrace the digital frontier. By doing so, we aim to equip Oxnard School District with the tools and platforms necessary to thrive in this rapidly evolving educational landscape.

## My Approach

My approach to web development for Oxnard School District is centered on collaboration, innovation, and user-centric design. We understand that each educational institution is unique, with its own set of challenges and aspirations. Therefore, our methodology is tailored to meet the specific needs of Oxnard School District, ensuring that our solutions are not just technologically advanced, but also aligned with your educational objectives.

## Key Objectives

In this proposal, we will outline our key objectives for the web development project with Oxnard School District. These objectives include, but are not limited to:

1. **Enhanced User Experience:** Creating user-friendly interfaces and intuitive navigation systems for students, parents, teachers, and administrators.
2. **Efficient Communication:** Developing communication platforms to facilitate seamless interaction between all stakeholders, promoting transparency and collaboration.
3. **Streamlined Administration:** Automating administrative tasks and processes to reduce workload and increase efficiency for school staff.
4. **Rich Learning Resources:** Providing a digital ecosystem for curriculum delivery, interactive learning resources, and virtual classrooms.
5. **Scalability and Future-Proofing:** Building solutions that can adapt and scale with the evolving needs of Oxnard School District.
6. **Data Security and Privacy:** Ensuring the highest standards of data security and privacy compliance to protect sensitive information.

## My Commitment

As your web development partner, we are dedicated to delivering not just a project but a transformational experience. We are committed to:

- **Quality:** Providing top-notch web development solutions with rigorous testing and quality assurance.
- **Timeliness:** Meeting project milestones and deadlines to ensure minimal disruption to the academic calendar.
- **Long-Term Support:** Offering ongoing maintenance and support to keep your digital platforms up-to-date and secure.
- **Innovation:** Staying at the forefront of technological advancements to keep your school district ahead of the curve.

I am excited about the possibilities that lie ahead and are eager to embark on this transformative journey with Oxnard School District. Together, we can empower education through digital innovation, ensuring that every student has access to the best possible learning experience.



## About Brett Haddoak

With 16 years of professional software development experience under my belt, I've had the privilege of witnessing the ever-evolving landscape of technology. I've seen languages and frameworks come and go, but what has remained constant is my passion for creating innovative solutions and solving complex problems through code.

Over the course of my career, I transitioned into team lead and project management, where I've spent the last 6 years honing my skills in this critical role. As a project manager and lead engineer, I've learned the art of orchestrating teams, resources, and timelines to deliver successful projects. This shift has allowed me to bring a unique perspective to software development, focusing not only on the technical aspects but also on the bigger picture of project success.

My professional journey has taken me through a diverse range of industries, each with its own set of challenges and opportunities. I've had the privilege of working at eBay, a global e-commerce giant, where I gained valuable insights into large-scale platforms and customer-centric solutions. Additionally, I've been part of the fast-paced environment of payment processing startups, where innovation and security are paramount.

Currently, I am honored to be serving as a software engineer for the Department of Defense, contributing to projects that have a profound impact on national security. This role has provided me with a deep understanding of mission-critical systems, cybersecurity, and the importance of precision and reliability.

Throughout my career, I've remained passionate about what I do. I believe that technology has the power to transform industries and improve lives. Whether it's developing elegant software solutions or managing projects that drive innovation, my commitment to excellence and my drive to make a positive impact continue to fuel my work.

# Project Scope

Our project aims to develop a comprehensive online platform for the Oxnard School District, dedicated to enhancing the management and participation of extra-curricular activities. This platform will serve as a central hub for students, parents, teachers, and administrators, streamlining the organization, communication, and engagement processes surrounding extra-curricular offerings within the district. The scope of this project encompasses the design, development, and deployment of an intuitive and user-friendly web application that will empower the Oxnard School District to effectively manage, promote, and monitor a wide range of extra-curricular activities.

The platform's key features will include user account management, event scheduling, real-time notifications, and a secure communication channel for parents, teachers, and students. Additionally, it will provide robust reporting capabilities for administrators to assess the impact and success of various activities. Our project scope also entails comprehensive training and support to ensure that all stakeholders can maximize the platform's potential. By creating this innovative online solution, our goal is to foster a thriving extra-curricular community within the Oxnard School District, enriching the educational experience and promoting holistic student development.

# Project Examples

Here are few examples of my work that might be interesting for you:

## **Shared Housing SCV:**

"Shared Housing SCV" is a groundbreaking project I had the privilege to develop for the City of Santa Clarita. This innovative platform serves as a beacon of hope for our community's elderly and college-age residents by providing a seamless solution to their housing needs. By connecting individuals with spare rooms to those in search of affordable housing options, especially in a region where housing can be challenging to secure, we've effectively created a bridge to prevent homelessness. Through strategic coordination with local housing agencies, this project ensures that no one is left without a safe and stable place to call home. It's a testament to our commitment to fostering a caring and supportive community in Santa Clarita. Unfortunately this program is temporarily paused due to staffing shortages.

## **CivicFox:**

CivicFox emerged as a timely and vital project during the early days of the pandemic, offering a lifeline to local civic engagement groups seeking efficient ways to adapt to the new normal. This innovative platform revolutionized the management of membership and decision-making within these organizations by providing a user-friendly, electronic voting system. With CivicFox, community members could stay actively engaged from the safety of their homes, ensuring that the critical work of these groups continued seamlessly despite the challenges of the pandemic. This project not only exemplified adaptability but also underscored the power of technology in bolstering grassroots democracy and community involvement during challenging times.

# The Solution

My solution, built upon PHP and Laravel, is a testament to my commitment to delivering robust, scalable, and secure web applications. PHP, renowned for its versatility and wide adoption, forms the foundation of our development stack, while Laravel, a powerful PHP framework, serves as the architectural backbone. With this combination, we offer a solution that marries the flexibility of PHP with the elegance of Laravel, enabling us to create dynamic and feature-rich web applications. Whether it's crafting user-friendly interfaces, implementing complex database systems, or ensuring top-tier security measures, PHP and Laravel provide the tools and resources needed to build cutting-edge digital solutions that meet your unique requirements and exceed your expectations. Our approach focuses on clean, maintainable code and rapid development, ensuring that your project is not just technologically advanced but also efficient and cost-effective.

- **Widespread Adoption:** PHP is one of the most widely used server-side scripting languages, ensuring a vast talent pool of developers and extensive community support.
- **Open Source:** Both PHP and Laravel are open-source, meaning you can use them without licensing costs, making it cost-effective for your project.
- **Rapid Development:** Laravel, as a PHP framework, offers built-in tools, libraries, and conventions that streamline development, enabling you to build applications faster.
- **Elegant Syntax:** Laravel's elegant syntax and expressive code make it easier to read and maintain, resulting in cleaner, more maintainable code.
- **Modularity:** Laravel's modular architecture promotes code organization, reusability, and scalability, making it suitable for projects of all sizes.
- **Security Features:** Laravel includes built-in security features like authentication, authorization, and protection against common vulnerabilities, enhancing the security of your application.
- **Community and Documentation:** Both PHP and Laravel have active communities and extensive documentation, making it easier to find solutions and resources for development challenges.
- **Database Support:** Laravel provides robust database migration and ORM (Object-Relational Mapping) capabilities, simplifying database management and queries.

- **RESTful API Development:** Laravel makes it straightforward to build RESTful APIs, enabling seamless integration with various platforms and services.
- **Scalability:** PHP and Laravel can handle the growth of your application, with support for horizontal scaling and caching mechanisms.
- **Testing and Debugging:** Laravel offers tools for unit testing and debugging, ensuring the reliability and stability of your application.
- **Community Packages:** Laravel's ecosystem includes a wide range of third-party packages and extensions, reducing development time and effort.

It is suggested that you pick a solid hosting company like DigitalOcean, Atlantic.net, Microsoft Azure, Google Cloud, or AWS so that they can ensure that your website will be able to handle any future traffic increase and that the website will be protected against external attacks.

# Site Structure

This is how your website will be structured:

- **Home/Login**
- **Administration Portal**
  - **Manage Locations/Sites**
  - **Manage Classes**
  - **Manage Parent/Guardian Accounts**
  - **Add/Edit Student Information**
  - **Manage Vendors/Instructors**
  - **Upload/Sync Data**
- **Parent/Guardian Portal**
  - **Sign Up/Login**
  - **Manage Students**
  - **Manage Classes**
- **Vendor/Instructor Portal**
  - **Manage Classes**
  - **Manage Students**
    - **Take Attendance**
    - **Send Message to Parents/Guardians**

# Progress Timetable

These are the main stages the website development will go through and the timeline of the project:

<b>Stage</b>	<b>Completion Date</b>
Define Project Scope	Week 1
2 x Design Versions	Week 2
Design Approval	Week 3
Principal Website Development Starts	Week 3
Changes and Additions	Week 8
Completing Principal Development	Week 16
Quality Assurance Stage (Bug fixes and/or minor changes)	Week 16
Official Launch & Support Period Start	Week 18

Disclaimer: The dates for the delivery of each stage are estimated based on our previous experience with projects like yours. Having this in mind, we're keeping our right to adjust any of these dates once we have the final and complete list of project requirements with us.

# Price Quote

Below is the Price Quote for your project. Any invoices issued by Brett Haddoak can be paid via check, credit card, or PayPal. Payment is expected within 14 days of the invoice issue date.

Once the website is live there will be a one year support period to resolve any bugs or production issues that may arise. The support period can be extended with another agreement.

<b>Name</b>	<b>Price</b>	<b>QTY</b>	<b>Subtotal</b>
Upfront Payment - 50%	\$15,000	1	\$15,000
Mid-project Milestone - 30%	\$9,000	1	\$9,000
Final payment - 20%	\$6,000	1	\$6,000
One year support	\$15,000	1	\$15,000
		<b>Total:</b>	<b>\$45,000</b>



# Confidentiality

All information exchanged between Brett Haddoak and Oxnard School District is considered confidential information. Both sides need to take the necessary steps to guarantee that any information exchanged stays confidential and that it's used only for the purpose of this project. Confidential information does not include information that is already in the public domain or might become public during the course of the work on this project.

# Proposal Terms

## 1. Independent Contractor

Brett Haddoak is hired by the Oxnard School District in its capacity as an independent web development contractor to provide the services of design, development, and deployment of their future website.

## 2. Invoicing & Currency

All invoices will be issued in USD and are expected to be paid in USD, within 14 days of the invoice issue date.

## 3. Launch Date

Brett Haddoak will do his best to complete the project in the agreed timeframe and launch the website before or on the agreed launch date of January 31st, 2024. In order to meet its deadline Brett Haddoak relies on Oxnard School District that it will stay actively engaged in the project communication and will reply to all questions submitted by Brett Haddoak in a timely manner.

## 4. Subcontracting

Brett Haddoak is allowed to, but not required to, hire subcontractors in order to fulfill the project requirements and deliver the completed project on time.

## **5. Change Requests**

Any changes to the Project Scope will be billed separately and will be agreed upon in a separate contract. Such changes may delay the launch date of the website.

## **6. Severability**

The terms of this contract are independent of one another. If one or more of its terms are found to be unenforceable, the rest of the contract will remain in force.

## **7. Third-Party Rights**

Brett Haddoak guarantees that any graphics, images, texts, plug-ins, or add-ons used in the project are owned by the Brett Haddoak or that their use is paid for to the rightful owner. In case of breach of a third party's rights, Brett Haddoak agrees to indemnify Oxnard School District against all costs and damages that may arise from such breach.

## **8. Transfer of Source Code**

All source code of the final project will be transferred to Oxnard School District as soon as the final payment is complete. Oxnard School District is granted a perpetual license to use and modify the source code for the software solution developed, ensuring the ongoing control over the software's functionality and adaptability. This license excludes distribution, sale, or transfer of the source code to any third party not hired directly by Oxnard School District.

## **9. Entire and Sole Agreement**

This agreement is the entire agreement between the two parties and the only agreement in regards to this web development project. Any changes in scope or price must be outlined in a new, separate document and agreed upon by both sides.

## **10. Refund Policy**

Brett Haddoak works for the client's full satisfaction. If for any reason Oxnard School District is not satisfied by the website development work delivered by Brett Haddoak it has the right to request a refund within 14 days of the last project delivery. After the 14th day, it is considered that the web development work is accepted as is by Oxnard School District.

Brett Haddoak

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #23-269 – Raymond West Intralogistics Solutions (Fox/Shea)**

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Raymond West Intralogistics Solutions will provide design, furnish, and install warehouse storage systems for the ELOP warehouse located at 3050 Camino Del Sol, Oxnard Ca 93030.

Term of Agreement: March 21, 2024 through December 30, 2024

#### **FISCAL IMPACT:**

Not to Exceed: \$20,500.00 – Expanded Learning Opportunity Program

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-269 with Raymond West Intralogistics Solutions.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-269, Raymond West Intralogistics Solutions \(15 Pages\)](#)  
[Proposal \(12 Pages\)](#)



# 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 (3<sup>rd</sup>) 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:

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.

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
<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 [jorejel@oxnardsd.org](mailto:jorejel@oxnardsd.org), [gshea@oxnardsd.org](mailto:gshea@oxnardsd.org), and [accountspayable@oxnardsd.org](mailto: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: \_\_\_\_\_

# Engineering & Consultation Proposal

Prepared for:



November 22, 2023

Proposal # 100899732

**Presented to:**

**Dr. Ginger Shea**  
Oxnard School District  
Director Enrichment & Special Programs  
1051 South A St.  
Oxnard, CA 93030  
O: 805-385-1501 x 2324  
[gshea@oxnardsd.org](mailto:gshea@oxnardsd.org)

**Prepared by:**

**Andrew Robison**  
Raymond West Intralogistics Solutions  
Account Manager  
Cell: 562-360-4952  
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## SCOPE OF WORK

Raymond has the expertise, resources, and capability of completing the following Scope of Work.

### Project Feasibility Study (Non-proprietary)

- ❖ Preliminary seismic calculations
- ❖ Preliminary fire suppression system analysis
- ❖ Initial storage system design (layout/elevation/type)
- ❖ Review of options with Oxnard School District Stakeholders to gather feedback/requested changes.
- ❖ Revised Rack Concept Layout based on feedback/requested changes.
- ❖ Sealed High-Piled Storage Analysis
- ❖ Sealed Seismic Calculations
- ❖ Concrete Slab Report
- ❖ Soils Report

For 70 years, Raymond has been delivering successful Warehouse Storage Rack Design projects to our clients with precision and expertise. During the planning phase, we work closely with you to clearly understand your needs and objectives for the project. We develop a minimum of two (2) initial concepts to consider. We then review these options with you discussing the factors influencing each design and highlighting the pros and cons of each. Once we have arrived on a final concept, we provide you with a sealed high-piled storage analysis, sealed seismic calculations, concrete slab report and soils report. These reports are required when applying for the required permits.

## Project Approach

Raymond's project team will support this project for the duration until successfully commissioned. Raymond team members will manage daily project activities and engage with Oxnard School District employees to provide updates and any changes to the project timeline.

Raymond team members will support this project by interfacing with factory production managers, engineering personnel, attend planning meetings, job site inspections, interface with the Building and Safety Departments and Fire Departments, Interface with Plan Check Offices, Schedule and Conduct all site inspections and conduct meetings with Oxnard School District employees. Raymond's project team will assess daily progress to ensure we achieve milestones against established completion date goals. Any deficiencies will be immediately addressed and resolved. Our monitoring of the project will occur daily and accelerated as needed.

Safety on the job site is the cornerstone of Raymond's approach to these projects. Safety is paramount and regarded as our highest priority. Raymond's OSHA Safety Trainers carry out all training classes and certification courses required prior to mobilization. Raymond requires all employees to complete two additional courses called "Safety on The Move" and "Warehouse Pedestrian Safety". Raymond offers safety training to organizations all over the west coast and we also require our employees to abide by the most comprehensive safety rules.

# ENGINEERING

## ADMINISTRATION SERVICES:

Raymond will interface with Plan Check offices at the Department of Building and Safety and Fire Department on behalf of Oxnard School District to identify requirements that must be met in the city of Oxnard. Raymond will address codes and requirements and communicate these to Oxnard School District during the design stages of the project. Raymond will ensure that all design criteria will be per code and designed to secure local authority approvals.

## HIGH PILE STORAGE ENGINEERING ANALYSIS

Raymond will provide High Pile Storage preliminary analysis prepared by state of California registered Fire Protection Engineer. The preliminary analysis will take into consideration the following:

SITE AND ACCESS PLAN - Project overview, Architectural Site Plans, Applicable codes, building construction information, scope of work, hazardous materials information, smoke and heat removal details, and Fire Department Access Information Details.

FIRE SUPPRESSION ANALYSIS: Includes preliminary High Pile Storage Commodity Study, Description/Explanation, Define the required Operational Permit for High Pile Storage, General Fire Protection and Life Safety Requirements per California Fire Code Table, Fire Sprinkler Requirements, Fire Sprinkler Clearance, Solid Shelving Notes, Open Top Container Notes, Monitoring Information, Dead End Aisles, Valve Accessibility Information, Required Rack Flue Space Information, Exit Travel Distances, Internally Illuminated Exit Signage, Aisle Notes, Portable Fire Extinguisher Requirements, Access Doors where High Pile is Present, Powered Industrial Trucks and Equipment, Housekeeping & Maintenance requirements,

COMMODITY STUDY: preliminary classification report of all commodities and specific storage information details, storage codes, fire sprinkler codes, roof information, egress information, and heat & smoke removal information.

## SEISMIC CALCULATIONS ENGINEERING

Raymond will provide preliminary Structural Calculations & Seismic Calculations Report signed by a registered Structural Engineer.

## STRUCTURAL OBSERVATION, CONCRETE SLAB CORE REPORT & SOILS REPORT:

Raymond will conduct a preliminary study of the concrete slab thickness and strength as well as the compressive strength of the soil. Core samples of the concrete and soil will need to be taken to complete this requirement. Raymond will complete a site visit to capture photos of the slab and information that may be used to create an observation report if required by the local authority having jurisdiction.

## QUALIFICATIONS:

License #842707

Contractor's License Classifications: C-61/D24 Metal Products  
C-61/D21 Machinery and Pumps  
C-61/D28 Doors, Gates and Activating Devices

Workers Compensation: Zurich American Insurance Company  
Policy Number: WC46375100

Contractor's Bond: American Contractors Indemnity Company  
Bond Number #SC1044146

(Additional coverage and insurance limits available upon request)

## INVESTMENT INFORMATION:

Storage System Consultation	\$6,000.00
<ul style="list-style-type: none"> <li>Includes: Storage system design, preliminary seismic calculations, preliminary sprinkler system analysis, design review &amp; revision –<i>if Raymond West is awarded the construction contract, inclusive of material procurement and installation, this cost will be deducted from the total cost of the construction project.</i></li> </ul>	
Sealed High-Piled Storage Analysis	\$5,000.00
Sealed Seismic Calculations	\$2,000.00
Concrete Slab Core Report	\$4,000.00
<u>Soils Report</u>	<u>\$3,500.00</u>
Engineering & Consultation Total	\$20,500.00

TERMS: Net 10 Days

Accepted By:

Oxnard School District

Presented By: Andrew Robison

Raymond Handling Solutions, Inc.

Accepted By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO#: \_\_\_\_\_



Standard Terms & Conditions:

This proposal is issued with respect to Seller's sale or lease of industrial trucks, parts, and associated accessories, including Intelligent Warehouse Solution (collectively, the "Goods") and the delivery, installation, and setup of the Goods (collectively, the "Services"). Customer's acceptance of this proposal is subject to Seller's reservation of the right, without liability, to cancel the accepted proposal based on Seller's evaluation of Customer's credit worthiness. Purchases financed through a leasing or finance company other than Raymond Leasing Corporation require acceptance of this proposal directly from that leasing or finance company and require Seller's approval of such financing arrangements. To the extent this proposal is issued pursuant to a written agreement between Customer and Seller for the purchase of RAYMOND industrial trucks (the "Master Agreement"), the provisions of the Master Agreement will control.

**ACCEPTANCE:** This proposal constitutes an offer by Seller that Customer may only accept on the exact terms set forth herein. To accept Seller's offer, Customer shall (a) sign and return the proposal to Seller; or (b) issue a purchase order that attaches or otherwise references this proposal, proposal number or the quoted Products. If Customer issues a purchase order under the preceding sentence, the parties acknowledge that any terms (including pre-printed terms) appearing thereon will have no effect and are expressly disclaimed and Customer's acceptance is limited to the exact terms of this proposal. Customer's acceptance of any part of the Products will be deemed an acceptance of all terms, conditions, and instructions set forth herein.

**PRICING:** Seller reserves the right to increase the price of the Goods, and Customer shall pay the increased prices, if, up to thirty (30) days prior to date of shipment, the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four (4%) or more as compared to the MHEPPI as of the date of Order acceptance. Price increases, if any, will correlate to the percentage increase in the MHEPPI.

**TERMS OF PAYMENT:** The price of each Good sold or leased or Service performed is due 10 days from the date of invoice, unless a different due date is specified on this proposal or in another written document signed by Seller. Unless otherwise specified, (a) unit prices apply only to the specific quantity and delivery schedule quoted; (b) any applicable federal, state, local, sales, excise or use taxes, duty fees, customer fees, inspections fees, testing fees, and any other tax, fee, or charge of any nature whatsoever imposed by any government authority are not included in Seller's proposal, and are for the account of the Customer reimbursable to Seller. If a tax exempt certificate is issued for this work, Seller reserves the right to adjust prices accordingly; (c) quoted prices do not include the cost of building permits, other required licenses, or any National Fire Protection Association (NFPA) Standards; (d) all present and future taxes for the sale or installation of Goods covered hereby, whether levied or assessed upon Customer or Seller, shall be paid by the Customer in addition to the price invoiced for the Goods. In the event Seller is required to pay any such taxes or charges, Customer shall reimburse Seller thereof; and (e) Prices are valid for 30 days from date listed on Seller's proposal.

**INVOICES:** Goods will be invoiced upon shipment, or proportionately as each truckload is shipped, unless otherwise specified. Payment by credit card will not be accepted.

**FREIGHT COST ESTIMATES:** If this proposal includes an estimate of freight cost, Customer acknowledges that this is an estimate only, not a cost proposal. Seller accepts no responsibility for freight rates, costs, and schedules of carriers, transfers of shipments, or other qualifying events.

**DELIVERY TIME:** Shipment and delivery time is estimated lapsed time from receipt of Customer's acceptance of this proposal. All time estimates are contingent upon acts of God, strikes, lockouts, fires, accidents, delays of carriers, delays caused by any governmental regulations now effective or that may become effective, or any other delays reasonably unavoidable or beyond Seller's control. In the event of unforeseen delays in shipment requested by Customer, or resulting from the acts or omissions of Customer, its agents, employees, or contractors other than Seller's, material will be invoiced in reasonable proportions upon completion of fabrication.

**CANCELLATION CHARGES:** If for any reason it becomes necessary to cancel this proposal prior to shipment to Customer, Customer will be liable to Seller for the following charges, unless waived in writing by Seller:

For non-iW Solution Goods:

- 1) Any engineering or scrap costs incurred by the manufacturer or Seller
- 2) 40 percent of the list price of the proposal if the proposal has not been released to production but still results in lost production capacity for the manufacturer; or 100 percent of the list price of the proposal if the proposal has been released to production; and
- 3) All administrative fees and other miscellaneous expenses.

For iW Solutions:

- 1) \$300 cancellation fee for any ordered iWAREHOUSE® Telematics System, iTRACK Asset and Maintenance Management System (“iTRACK”), In Aisle Detection System or Pick2Pallet™ LED Light System;
- 2) \$2,500 cancellation fee for any ordered Zoning and Positioning; and
- 3) All third-party service charges incurred by Seller in connection with the planned provision of any iW Solution to Customer.

CHANGE ORDERS: If for any reason it becomes necessary to change the specification of the Goods ordered prior to shipment to Customer, Customer will be liable for the following charges:

For non-iW Solution Goods:

- 1) Prior to release to production by the manufacturer – Engineering costs plus \$150.00;
- 2) After the release to production by the manufacturer – Engineering, Rework, Scrap, and Restocking Costs plus \$150.00; and
- 3) Should any charges be incurred from suppliers or the manufacturer on special attachments, these charges will also be added to the changed order as miscellaneous expenses.

For iW Solutions:

- 1) Non-Equipment changes - \$75 per iWAREHOUSE Telematics System, iTRACK, In Aisle Detection System or Pick2Pallet LED Light System change and \$150 per Zoning and Positioning change;
- 2) After 3<sup>rd</sup> party purchase order is released by Seller or Raymond - \$150 per released purchase order; and
- 3) All third-party service charges incurred by Seller to effectuate the change.

DELAY: Seller shall not be liable for any loss or damage to Buyer, nor be deemed to have breached this proposal, for any failure or delay in fulfilling or performing any term of this proposal to the extent such failure or delay is caused by or results from strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Seller’s usual sources of supply, government decrees or order, or, without limiting the foregoing, any other delays beyond Seller’s control. Seller shall have the additional right, in the event of the occurrences of any of the above contingencies, at Seller’s option, to cancel this contract or any part thereof without any liability.

INTELLIGENT WAREHOUSE SOLUTIONS: Customer acknowledges that the Goods may include one or more RAYMOND® intelligent warehouse solutions (each an “iW Solution”). Customer’s use of any iW Solution is subject to the Master Agreement – Intelligent Warehouse Solutions or other written agreement explicitly governing Customer’s use of the ordered iW Solutions (the “iW Solution Agreement”) between Customer and Seller.

Of Customer and Seller are not parties to an iW Solution Agreement and Customer is purchasing or leasing an iW Solution under this proposal, or if the procurement or use of an ordered iW Solution is not governed by an iW Solution Agreement, Customer’s procurement and use of such iW Solution is subject to (1) with respect to the iWAREHOUSE Telematics System, the iWAREHOUSE Telematics System Terms (Capital/Leas/Rental); (2) with respect to the Labor Management System, the Labor Management System Terms (Capital); (3) with respect to the Pick2Pallet LED Light System, the Pick2Pallet LED Light System Terms; (4) with respect to Zoning and Positioning, the Zoning and Positioning Terms (5) with respect to In Aisle Detection System, the In Aisle Detection System Terms; and (6) with respect to iTRACK, the iTRACK Asset and Maintenance Management System Terms (collectively, the “Online Terms”), as such terms are in effect as of the effective date of the proposal. The Online Terms are available at <https://raymondcorp.com/terms-of-use/iwarehouse-terms-and-conditions-archive> and are incorporated herein by reference. To the extent of a conflict between this proposal and, as applicable, the Master Agreement, the iW Solution Agreement and Online Terms, the iW Solution Agreement and Online Terms control with respect to the iW Solution.

INTEGRATED SOFTWARE: Seller hereby grants to Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Integrated Software (defined below) solely as necessary for Customer to use the Goods. Customer shall not, and shall not permit others to: (1) sell, lease, rent, timeshare or distribute the Integrated Software; (2) disassemble, decompile, revise engineer or otherwise attempt to derive the Integrated Software’s source code; (3) publish, provide or otherwise make available to any third party, any competitive, performance or any benchmark tests or analysis relating to the Integrated Software; (4) remove, alter or obscure proprietary notices thereon; or (5) use any Integrated Software separate from the Good on which the Integrated Software is integrated, or for any purpose other than for using and managing the Goods on which the Integrated Software is installed. Seller and its licensors shall have the right to push and remotely install updates and bug fixes without prior notice to Customer. “Integrated Software” means all computer programs, whether in object code, script or other form, embedded into or otherwise running on the purchased or leased Goods, except to the extent such computer program is a component of any iW Solution; (ii) all subsequent correction releases, updates and upgrades thereto.

**INTELLECTUAL PROPERTY OWNERSHIP:** Subject to the rights expressly granted to Customer in these terms, the Master Agreement and, as applicable, the iW Solution Agreement and Online Terms, Seller and its licensors are and shall remain the owner of all intellectual property rights embodied in or related to the Goods and Services.

**DATA:** Customer acknowledges that Goods may collect technical and usage data and related information (collectively, "Data") generated through Customer's use of the Goods. For purposes of this proposal, Data does not include any data generated or transmitted as a part of any iW Solution. Customer hereby grants to Seller a perpetual, irrevocable, non-exclusive, royalty-free license, with the right to sub-license, for Seller, Raymond, their service providers and their affiliates to copy and use Data (1) as reasonably necessary to provide the Goods to Customer; (2) to improve and develop other goods and services; and (3) to aggregate the Data with that of other customers for any business purpose of Seller or its affiliates, provide that such aggregated Data does not identify Customer.

**SHIPMENT OF GOODS:** Unless otherwise stated elsewhere in this proposal, all prices for Goods shipped to (1) a Customer location in North America are FOB factory (Uniform Commercial Code); and (2) a Customer location outside North America and Ex Works factory (Incoterms®2010), whether such Goods are shipped from Seller's facilities or directly from the manufacturer. Method and route of shipment are at Seller's or manufacturer's discretion. Customer shall be solely responsible for all expenses of shipment, including any insurance coverage, which will only be purchased upon Customer's written request.

**TITLE:** Title to purchased Goods shipped to Customer will pass to Customer upon the later of delivery to the carrier and payment in full for the particular Good. Title to purchased Goods to be installed by Seller will pass to Customer upon the later of completion of installation and payment in full for the particular Good. Title to leased Goods will be as set forth in the Lease Agreement.

**LEASE:** This paragraph is applicable only if (1) Customer submits a lease application for the Goods with Raymond Leasing Corporation; (2) the lease application is approved; and (3) Customer and Seller or Customer and Raymond Leasing Corporation are or become parties to Raymond Leasing Corporation's Equipment Master Lease Agreement or other lease agreement acceptable to Raymond Leasing Corporation (the "Lease Agreement") on or before the 60<sup>th</sup> day after Customer accepts this proposal. In addition to, as applicable, the Master Agreement, iW Solution Agreement and Online Terms, this proposal is subject to the terms of the Lease Agreement. To the extent of a conflict between, as applicable, this proposal, the Master Agreement, iW Solution Agreement, Online Terms and the Lease Agreement, the conflict will be resolved by giving precedence in the following order: (1) with respect to any iW Solution, the iW Solution Agreement and Online Terms, as applicable; (2) the Lease Agreement; (3) the Master Agreement and (4) the proposal. Seller, and any subsequent assignee, including Raymond Leasing Corporation, may assign or otherwise transfer this proposal or the amounts due or to become due hereunder or its rights, title, and interest in and to the Goods. If any such assignment is made, Customer shall not assert against the assignee any claim or defense that Customer may have against assignor or any previous assignor; Customer reserving such remedies hereunder against assignor and previous assignors but not assignor's assignee.

**TAXES:** The prices covered by Seller's proposal do not include any sales, use or any other U.S. federal, state, local or foreign taxes. All present and future taxes or other government charges upon the sale or installation of Goods covered hereby, whether levied or assessed upon Customer or Seller, including but not limited to sales, use or personal property taxes, will be paid by Customer and Customer shall reimburse Seller for any such taxes or charges paid by Seller.

**NONCONFORMITY:** Customer shall have the right to inspect all Goods shipped hereunder within ten days of its receipt of shipment or completion of installation (the "Inspection Period"), and in the event of any claim of nonconformity, shall provide Seller with written notification, specifying the details of nonconformity and furnishing any evidence as may be reasonably requested by Seller. Customer will be deemed to have accepted the Goods unless Customer notifies Seller in writing of any nonconformity Good during the Inspection Period. If Customer timely notifies Seller of any nonconforming Good, Seller shall, in its discretion: (1) correct or replace, at its expense, the nonconforming good; (2) refund or credit the portion paid and associated with nonconforming Good, together with all reasonable shipping, handling and transportation expenses incurred by Customer in connection therewith. Customer shall ship to an address provided by Seller, at Seller's expense and risk of loss, or make available to Seller, at Seller's sole option, the replacement of Goods after receiving Customer's shipment of nonconforming Goods. The remedies set forth in this section are Customer's exclusive remedies for the delivery of nonconforming Goods. Notwithstanding the preceding sentence, Customer's acceptance of any Good under this section does not waive Customer's right under any warranty.

INDEMNITY: Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party (the "Indemnified Party") and the other party's affiliates, subcontractors, employees, agents, assignees and successors against all losses, damages, penalties, judgments, liabilities, settlements and expenses, including reasonable attorney fees and other expenses of litigation, settlement or defense (collectively, "Indemnifiable Losses") arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third party (each, a "Claim") in connection with the negligent acts or omissions or willful misconduct of the Indemnifying Party, its affiliates, subcontractors, employees, or agents. The Indemnified Party shall notify the Indemnifying Party with reasonable promptness upon learning of any Claim for which indemnification is sought, but the Indemnified Party's failure to do so will have no effect except to the extent the Indemnifying Party is prejudiced thereby. The Indemnified Party shall allow the Indemnifying Party to control the defense and settlement of the Claim and shall reasonably cooperate with the defense; but the Indemnifying Party shall use counsel reasonably experienced in the subject matter at issue and shall not settle a Claim without the written consent of the Indemnified Party if such settlement will result in the admission of wrongdoing.

WARRANTIES: Warranties for the Goods and Services are limited to: (1) Those (if any) provided in writing for the benefit of Customer by Seller's suppliers or the original manufacturer thereof, (2) those (if any) provided by Seller for Customer's benefit in a separate written document prepared or sign by Seller, (3) those (if any) that Seller has the legal right to pass through to Customer. Other than as provided above, there are no warranties that extend beyond those stated in this proposal. THE EXPRESS WARRANTIES SPECIFIED IN THIS PARAGRAPH ARE GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

LIMITATION OF LIABILITY: IN NO EVENT WILL THE CUMULATIVE LIABILITY OF SELLER, TOGETHER WITH ITS SUPPLIES, LICENSORS AND AFFILIATES, ARISING OUT OF OR RELATED TO THE PROPOSAL, EXCEED THE TOTAL PAYMENTS RECEIVED BY SELLER FROM CUSTOMER UNDER THIS PROPOSAL. SELLER WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF REVENUE, PROFITS, DATA OR REPUTATION, WHETHER ARISING UNDER CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

SELLER'S SECURITY INTEREST: Until the full purchase price is paid, Customer shall, upon receipt of the Goods, ensure that the Goods are: (1) not misused, abused, wasted or allowed to deteriorate; (2) insured for the Goods' full replacement cost value against all risk to which the Goods are exposed or expected to be exposed, including, but not limited to fire and theft; and (3) not sold, transferred or disposed of or be subjected to the claims of any third person, either voluntarily or involuntarily. If Customer does not comply with the terms hereof or does not timely pay for the Goods sold hereunder as agreed, Seller shall have the right, in addition to all other right granted by law or contained herein, to (i) enter upon Customer's premises to take possession of the items, or (ii) require Customer to make Goods available to Seller to repossession at a place designated by Seller.

GOVERNING LAW: The laws of the State of New York govern the validity, interpretation, and performance of this proposal as well as all adversarial proceedings arising out of this proposal, without giving effect to any laws, rules or provisions that would cause application of the laws of any jurisdiction other than the State of New York. If either party brings against the other party any proceeding arising out of this proposal, that party may bring that proceeding only in a state court located in Chenango County, New York, or a federal court in the Northern District of New York. The application of the United Nations Conventions on Contracts for the International Sale of Goods is excluded.

WAIVER: No waiver or satisfaction of a condition or nonperformance of an obligation under this proposal will be effective unless it is in writing and signed by the party granting the waiver.

INDEPENDENT CONTRACTORS: The parties are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under this proposal or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under this proposal or otherwise at law.

SEVERABILITY: If a court of competent jurisdiction finds any term of this proposal invalid or unenforceable (1) the other terms of this proposal will remain in full effect; and (2) the parties will replace the invalid or unenforceable term with a valid enforceable term giving effect to the intent of the parties.

ENTIRE AGREEMENT: With the exception of the preamble, any Lease Agreement and any iW Solution Agreement and Online Terms, this proposal contains the entire agreement between the parties with respect to Goods delivered and Services performed hereunder, and no oral promises, agreement or warranties affecting it and no prior or subsequent agreement adding to or altering any term hereof will be valid and enforceable unless in writing and signed by both parties. Material may be subject to possible steel surcharge at time of shipment. Price is based on total bill of material listed, any changes in quantity may result in increase of price. Steel products are subject to all Duties and Tariffs and will appear on final invoice.

Installation Only Services does NOT Include: Seismic Calculations, Permit Submittal Service, High Pile Report, Third Party Anchor Inspection, and ADA requirements.

High Pile Reports do NOT include smoke vent inspection, modifications to vents or existing sprinkler system, and any additional requirements by the city.

The Building Permit Submittal Service Fee to obtain a Building Permit from the local city jurisdiction, covers interfacing with the building department. Customer is responsible in providing documentation of their building at their expense, for such items listed in the following example (but not limited to these examples): data regarding commodity being stored; special anchor inspection; detailed plans of building, building sprinkler information, floor construction, floor (concrete) capacity, and/or compact soil reports. Plan check, final permit, and any city fees will be invoiced to customer at cost. (See General Note #7)

“Seismic calculations, fire department approval, and city permits are required for any rack or shelving structure over 5’-9” high. Local inspectors can change this requirement to include ‘any’ installation at their discretion.” It is the purchaser’s responsibility for all permits as requested.

If the purchaser elects to waive permit requirement, Raymond West cannot be held responsible for any liability if an inspection requires a permit upon inspection at a later date or from a problem due to an earthquake or fire.

All labor is being quoted on a continuous work schedule and performed during normal working hours Monday thru Friday (approximately 7:00 a.m. to 4:00 p.m.). If project is delayed as a direct result of area not being free and clear, we must invoice you for any additional charges we incur. Customer shall also be responsible for any additional cost for rental equipment.

If this proposal includes Wire Guidance installation, the price includes cutting, wiring, and epoxy filling. Clean-up will consist of slurry removal and broom swept floor. Concrete wastewater that may have splattered onto the rack will be wiped clean. This does not include removal of extraneous dust that is present or previously accumulated due to typical warehouse environment. Customer must provide a dedicated 110v circuit to the line driver mounting location. Customer must hardwire 110v circuit to line driver box. Raymond West will verify continuity of the circuits and connection to the line driver.

Slab construction and soil compaction information must be provided by Customer. Verification of slab construction is required to assure proper rack design and prior to fabrication. Modifications to lighting & sprinkler system are not provided in this quote. Customer shall be responsible for any additional requirements by the City of City.

“SEISMIC CALCULATIONS, FIRE DEPARTMENT APPROVAL, AND CITY PERMITS ARE REQUIRED FOR ANY RACK OR SHELVING STRUCTURE OVER 5’-9” HIGH. LOCAL INSPECTORS CAN CHANGE THIS REQUIREMENT TO INCLUDE ‘ANY’ INSTALLATION AT THEIR DISCRETION.” IT IS THE PURCHASER’S RESPONSIBILITY FOR ALL PERMITS AS REQUESTED.

“IF THE PURCHASER ELECTS TO WAIVE THIS REQUIREMENT, RAYMOND WEST CANNOT BE HELD RESPONSIBLE FOR ANY LIABILITY IF AN INSPECTION REQUIRES A PERMIT UPON INSPECTION AT A LATER DATE OR FROM A PROBLEM DUE TO AN EARTHQUAKE OR FIRE.”



## General Notes

1. Unless otherwise specified by Raymond West this proposal shall be void 30 days from date submitted or after the expiration of this proposal.
2. Purchaser shall pay all local, state and/or federal taxes that are applicable in the purchase of the equipment. Sales tax shall be added, at the applicable rate, to the purchase unless a sales tax exemption certificate is provided with the order.
3. Freight costs are provided for budgetary purposes only. Actual freight costs may vary and are the responsibility of the Purchaser. Actual freight bill will be invoiced direct except to the extent customer provides prior written notice to Seller of its intent to arrange shipment, Seller shall invoice the actual freight bill to customer on a collect invoice basis (not C.O.D.). Delivery of equipment or parts will be made F.O.B. point of shipment. Title to all shipments will pass to Purchaser upon delivery to carrier and all risk of loss or damage to goods will fall upon the purchaser. It will be the Purchaser's responsibility to file any and all claims with the carrier.
4. Shipping and delivery dates are estimates based upon conditions prevailing at the time of quotation. Seller shall not be liable for delays in delivery due to: Purchaser changes, Acts of God, strikes, fire floods, epidemics, war and all other causes beyond Seller's control. In the event of such delay, the delivery shall be extended by the amount of time delay incurred. If delivery is delayed by Purchaser, Seller has the option of requesting payment from Purchaser as though delivery had been made in accordance with the schedule provided in the proposal. Purchaser shall pay any expenses incurred by Seller due to Purchaser postponement of delivery, including storage.
5. The installation price, listed above, is based upon the following conditions:
  - A) Work being performed in one continuous operation from start to finish without delays or work interruption caused by others.
  - B) Work being performed during normal working hours, defined as 8 hours per day (approximately 7:00 a.m. to 4:00 p.m.) Monday through Friday, excluding holidays.
  - C) The jobsite being clear of all equipment and all stored product prior to the start of our installation work.
  - D) 110 volt electrical power being available within about 150 feet of the jobsite for powered hand tools.
  - E) All of the above quoted installation work has been based on using non-union labor. If your company should deem it necessary to perform the work with union labor, please be advised that the union price will run about two and one half times the amount of non-union price and would also double the length of time of the original non-union work schedule. The exact price for union installation can be determined by our meeting with representatives of the appropriate union to discuss the project in detail, if you determine that you must proceed in that manner.
  - F) Shimming to true and plumb condition if required due to floor irregularities will be at additional cost.
  - G) Clean-up will consist of a broom-clean floor with all debris created by our work staged in an on-site location or placed in containers provided by the Purchaser.
  - H) Raymond West to receive, unload and securely store materials in a clean, dry area provided by purchaser.
  - I) Provide a clear dock door and area to bring materials into building.
  - J) Purchaser to provide at least one (1) lift for the duration of the installation that is adequate to perform all work necessary. Unless otherwise specified.
  - K) Provide a clear adequately sized area to stage materials next to the installation area.
6. In the instance that the Purchaser contracts with a third party for the express purpose of project management and/or to monitor quality assurance in relation to the services and designs provided by Raymond West. Raymond West reserves the right to withdraw our offer, and re-negotiate the sales agreement as it pertains to the revised project scope.
7. The administrative charge to obtain a Building Permit from the local city jurisdiction will be as per price summary page. This charge covers interfacing with the building department. Plan check, final permit, and any additional city fees will be invoiced to the Purchaser at cost.

Raymond West is not responsible for the non-issuance of the building permit, if the city building department and/or fire department withhold permit approval due to any miscellaneous conditions not directly related to the structural integrity of the pallet rack. These miscellaneous conditions may cause the customer additional costs which are not included in the proposal. These miscellaneous conditions might require that the Purchaser provide documentation of compliance to these agencies and/or modifications to their building at their expense, for such items as listed in the following example (but not limited to these examples): High Pile Storage Report & Permit; handicap parking; handicap toilet facilities; building floor plan showing emergency exit routes; data regarding commodity being stored; data covering types of packaging and encapsulation; data showing intent to comply with factory mutual standards for plastic and aerosol storage; submittal of detailed plans of building or in-rack sprinklers, and floor (concrete) capacity.

Also this may apply to additions to an existing sprinkler system or installation of any newly required sprinkler system; installing exit signs; installing any peripheral firefighting equipment; (such as hoses or portable extinguishers); providing core samples and/or compression tests of concrete floor strength; providing sub-soil compaction report; installation of larger base plates than quoted on the rack uprights if required due to inadequate concrete floor strength or inadequate sub-soil compaction; etc.

The Purchaser is responsible to supply the aforementioned documentation. If after one year we have not received requested data from you necessary for permit issuance, we will assume the lack of response to be an implied acknowledgment releasing us from permit responsibility. After that date we will invoice you for all expenses actually incurred and close out the project.

8. Should the Purchaser elect to waive any required permit process, the Purchaser assumes all liability caused by not acquiring the permit.
9. Rack beam elevations may cause a potential pinch point with forklifts. Be advised that this potential is the Purchaser's responsibility to evaluate and advise or handle. Raymond West is not responsible for this interface unless expressly stated in the project scope.
10. All requests for change or cancellation of Purchaser's order shall be made in writing. If accepted by Seller, Purchaser shall bear all costs and expenses incurred by such change or cancellation including, but not limited to, cost of materials, cost of labor, engineering development cost, design cost, cost of engineering services and appropriate overhead charges, including profit.
11. Seller shall not be required to furnish any safety device except those specified in this proposal. If federal, state and/or local governments require additional safety devices, inspections, permits or licenses for the use of Seller's equipment, Purchaser shall obtain and cover all expense.
12. Listed capacities are for static loads and have been supplied by the manufacturer for all seismic zones. Seismic engineering for Zone IV may result in a down rating of some components; however, materials have been selected to accommodate your particular storage requirements.
13. Seller shall protect Purchaser against any lien asserted against Purchaser's property for equipment or services furnished by others at Seller's request, provided that Purchaser meets the required price and terms of this agreement.
14. Title to all drawings, schematics, specifications, and other papers prepared by Raymond West shall remain property of Raymond West. Such are submitted with the understanding that the information and/or drawings will not be disclosed or used in any manner detrimental to Raymond West. All specifications and dimensions are approximate and are subject to change or correction during final engineering. All stenographic and clerical errors are subject to correction.
15. After the Seller notifies the Buyer that the work is complete, the Buyer will inspect the work and, if the work is in conformance with the terms and provisions of the Proposal, the Buyer shall accept the same and deliver the Seller a signed statement of acceptance. If the Buyer declines to sign such a statement, then the Buyer shall immediately inform the Seller in writing of the reasons for such declination. If, within ten (10) days after receipt of Seller's notice that the work is completed, the Buyer fails to so notify the Seller, the work shall be conclusively deemed to have been accepted by the Buyer.
16. If used equipment is designated within this proposal the following statement shall apply:  
  
The goods sold under this agreement are purchased by the buyer "As Is" and the seller does not warrant that they are of merchantable quality, nor that they can be used for any particular purpose. This product is not designed for any specific seismic requirement unless so noted. No manufacturers' or sellers warranty is implied or intended under this proposal. Certification and/or rework by a properly certified welder is not included in this proposal and if required, may warrant a substantial increase in the quoted pricing.
17. We would greatly appreciate your considering the following points before making a final decision on who will perform this work for your company.

References Include:

- A) Raymond West has been in the material handling business for over sixty (70) years and has an excellent reputation.
- B) Raymond West successfully completes many storage rack installations each year, both large and small. Each project receives the attention and professional handling that has earned us a trademark of quality throughout the industry.
- C) Raymond West has all required City Business Licenses, Contractors Licenses, worker's Compensation Insurance, and \$2,000,000.00 in Liability Insurance coverage. Please be advised that some companies supplying material handling equipment use part-time labor, and do not carry all of the required licenses and insurance. While this means that they can sometimes provide you with a lower installation price, the quality of the installation sometimes suffers, and the customer is exposed to potential liability claims that could quickly exceed any possible savings.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

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

### **Approval of Agreement #23-271 – CDWG (DeGenna/Hubbard)**

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CDW-G will collaborate with Oxnard School District to conduct an Active Directory Domain Services (AD DS) Assessment. The service includes leveraging CDW-G's expertise in Microsoft AD DS to make recommendations and advise on any issues within our environment.

Term of Agreement: March 21, 2024 through June 30, 2024

#### **FISCAL IMPACT:**

Not to Exceed: \$10,725.00 – Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Chief Information Officer, and the Superintendent, that the Board of Trustees approve Agreement #23-271 with CDWG.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-271, CDWG \(4 Pages\)](#)  
[Scope of Work \(9 Pages\)](#)





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



## STATEMENT OF WORK

<b>Project Name:</b>	Microsoft Active Directory Assessment	<b>Seller Representative:</b> Jon Gentile +1 (818) 254-1711 jjg@cdwg.com
<b>Customer Name:</b>	OXNARD SCHOOL DISTRICT	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>Date:</b>	November 16, 2023	<b>Solution Architect:</b> Darin Mitchell
<b>Drafted By</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and OXNARD SCHOOL DISTRICT (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

### PROJECT SCOPE

Oxnard School District (OSD) and CDW will partner together to conduct an AD DS Assessment. OSD’s AD DS environment has gone through multiple administrators which has led to highly modified policies, issues with replication, and redundant or misaligned GPO’s. The AD DS issues were highlighted with a recent SCCM upgrade which did not work as expected.

During the engagement, CDW will utilize their experience with Microsoft Active Directory Domain Services (AD DS) to make recommendations on how to best utilize the technology to meet the organizational objectives. In addition, CDW will leverage the knowledge gained through previous assessments to The desired end state is a thorough review of OSD’s AD DS environment, and remediation of issues and implementation of recommendations (up to 16 hours) discovered during the assessment.

This engagement will:

- Develop a clear vision of the high-level solution goals and constraints.
- Unify the project team behind a common vision.
- Conduct interviews to define near-and long-term business objectives relating to Active Directory
- Discuss key business processes and features, creating a prioritization matrix.
- Investigate the Active Directory Domain Services deployment for gaps and issues.
- Remediate up to 16 hours of issues or recommendations.

- 
- Provide a detailed recommendations document created specifically for Customer.
  - Provide a follow-on roadmap and pre-SOW of additional work.

NOTE: THIS SOW IS SUBJECT TO THE 'NOT TO EXCEED CLAUSE.' ANY ADDITIONAL EXPENSES IN EXCESS OF WHAT IS SPECIFICALLY STATED IN "SERVICES FEES' MUST BE PRESENTED TO THE CUSTOMER IN WRITING NO LESS THAN 14 DAYS FROM THE EXPECTED OVERAGE WITH AN EXPLANATION OF ADDITIONAL SERVICES. EVERY EFFORT WILL BE MADE BY THE SELLER TO IDENTIFY ANY COST DEVIATIONS AS EARLY IN THE PROJECT AS POSSIBLE.

## APPROACH

Seller will utilize a phased approach to achieving the goals outlined above.

## PROJECT KICK-OFF

Seller will begin with a brief project kick-off meeting with the core Customer project team. The agenda topics will include:

- Customer and Seller team introductions
- Review of company and project vision
- Review of health check goals and approach
- Establishment of roles and project activities

## **AD DS HEALTH ASSESSMENT**

The assessment consists of many activities, all of which contribute to a systematic evaluation of your AD DS environment.

## ENVIRONMENT EXAMINATION

The Seller consultant will first become acquainted with the existing AD DS architecture and any auxiliary environments or applications that rely on or affect AD DS.

## DESIGN ASSESSMENT

The Seller consultant will analyze the current AD design and looks for gaps or deficiencies in the following areas:

- Forest and Domain Architecture
- Domain Controllers
- DNS and Namespace design
- NetBIOS Name Resolution
- Flexible Single Master Operation (FSMO) Placement
- Replication topology and Site Design
- Group Policy Objects (GPO)
- AD DS Monitoring & Backup Processes
- AD DS Disaster Recovery
- AD DS Antivirus; Patch Management Processes
- Audit Policies
- Security Policies
- Account Lockout Policies

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## HEALTH ASSESSMENT

The health assessment evaluates whether the following areas are working properly and identifies any gaps indicating that they are not. The health assessment will:

- Verify the health of each Domain Controller that holds a FSMO role (i.e. PDC Emulator, RID Master, Schema Master, etc.)
- Verify FSMO ownership propagates properly throughout the Forest
- Verify Site & Subnet topology
- Investigate replication convergence
- Identify users with Enterprise Admin, Schema Admin and Domain Admin rights

These activities provide the basis for, and typically contribute to, the Gap Identification and Best Practices Analysis component.

## PROBLEM INVESTIGATION

Seller will investigate known anomalies presented by Customer and problems revealed during the assessment. Potential solutions are then identified and can be mitigated through the Change Request process. This Change Request process will ensure that the appropriate staff will be dispatched for particular problems identified during the assessment.

## REPORT, PRESENTATION AND REMEDIATION

Seller will formally present the Health Check findings during a review session with system administrators and leads. The Findings and Recommendations document and presentation also provide a high-level road map of next steps and an outline of potential issues.

Seller has allocated exactly 16 time-boxed hours to assist in remediating critical and/or highly important issues discovered during the Health Assessment. Customer and Seller will work together to determine which specific issues, if any, need to be remediated. If additional hours are needed (beyond the 16) for the Seller to fully resolve the issues Customer can request a Change Order.

## PROJECT CLOSURE AND NEXT STEPS

At the project's conclusion, a closure meeting will be held with Customer and Seller (Delivery and Sales resources) to verify that all business and technical requirements have been satisfied. If, during the engagement, next steps or recommendations have been discovered by Seller those options will be presented to Customer for future action.

## **PROJECT ASSUMPTIONS**

1. This project is limited to the investigation or enumeration of a single Active Directory forest comprised of one (1) domain.
2. Seller will only be assessing domain controllers which currently hold the FSMO roles.
3. All domain controllers enumerated will reside in the United States.
4. During the actual AD DS Assessment Enterprise Admin rights will be granted to the Seller's engineer who is performing the testing. Several tools used require Enterprise Admin rights.
5. All tools the Seller installs or runs will be done so on Customer's hardware. Seller retains all rights to the Seller-developed tools.

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6. You will allow Seller to perform several interviews of stakeholders, sponsors, team members, technical staff and managers, who will be reasonably available for the time it takes to gather information.
  7. In addition, your personnel will be available on a timely basis, and when reasonably requested by Seller, your personnel will provide input, review the services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input.
  8. Your personnel will be committed to the degree necessary to successfully complete this project.
  9. The scope and objectives of this project will be jointly managed by you and Seller to better ensure completion of the project within the anticipated schedule.
  10. You and Seller will follow or coordinate with Seller's Project Management Methodology for this project.
  11. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft, and has no objections in relation thereto.

## **CUSTOMER RESPONSIBILITIES**

1. Communicate all material project matters to Seller's contact person.
2. Provide at least one qualified technical person with system administration responsibilities for the duration of the project.
3. Provide qualified personnel at your location (or any other location designated by you where services are to be provided) to support your existing equipment for the duration of the project.
4. Provide other qualified, knowledgeable personnel who will perform your obligations under this SOW, make timely decisions necessary to move performance of the services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the services.
5. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.

## **OUT OF SCOPE**

Specific tasks outside this SOW include, but are not limited to:

1. Remediation above the 16 time-boxed hours included in this engagement is out of scope. If additional hours are needed a Change Order will be created.
2. Investigation or enumeration of applications and application dependencies is out of scope.
3. Upgrading to a new forest functional level/domain functional level.
4. Migrating or consolidating to AD DS objects to another forest/domain and/or new forest/domain.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.



## ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
AD DS Assessment Findings and Recommendations	<p>This is a document that contains a summary of the information discussed and decisions made during the session. Items within the document are:</p> <ul style="list-style-type: none"> <li>• Evaluation of overall architecture</li> <li>• Analysis of specific server configurations</li> <li>• Identification of problem remediation opportunities</li> <li>• Opportunities for improvement and increased return on investment</li> <li>• Recommendations for changes to address gaps or new business requirements</li> </ul>	PDF
Next Steps/Recommendation follow-up preSOW	Preliminary Statement of Work written by pre-Sales (non-billable) for the recommended next steps.	PDF

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

## PROJECT OVERSIGHT

Seller will assign an Associate Project Manager to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.
- **Point of Contact.** Act as a Point of Contact for changes or escalations that may arise during the project.
- **Project Closure.** Recap the project activities, provide required documentation, identify any next steps, and formally close the project

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## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any

objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

**SERVICES FEES**

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units being provided (“Billable Units”) for each unit type provided by Seller (see Table below).

Services Fees of \$10,725.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 49 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$225.00	44	\$9,900.00
Project Administrator – Per Hour	\$165.00	5	\$825.00
<b>Estimated Totals</b>		<b>49</b>	<b>\$10,725.00</b>

**Expenses**

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

**Travel Notice**

The parties agree that there will be no travel required for this project.

**CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”)

Location	Address
Oxnard School District	1051 South A Street, Oxnard, CA 93030

---

## PROJECT SPECIFIC TERMS

1. Notwithstanding anything to the contrary in the Agreement, Seller's Liability as a result of any claims arising out of the performance of Services hereunder shall not exceed the amounts paid or payable by Customer pursuant to this SOW.

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# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

## CDW Government LLC

## OXNARD SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

1051 S A ST, ACCTS PAYABLE

OXNARD, CA 93030-7442

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Overnight Field Trip and Agreement #23-272 – WorldStrides (DeGenna/Shea)**

---

WorldStrides will provide field trip services and accommodations for a 2-Day advocacy overnight field trip for Superintendent Fellows to Sacramento, California from June 3, 2024 – June 4, 2024. Cost includes round trip transportation, lodging, and meals.

#### **FISCAL IMPACT:**

\$34,615.00 – Expanded Learning Opportunity Program

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent, and the Director, Enrichment & Specialized Programs, that the Board of Trustees approve the overnight field trip and Agreement #23-272 with WorldStrides.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-272, WorldStrides \(15 Pages\)](#)  
[Proposal \(6 Pages\)](#)



# 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 (3<sup>rd</sup>) 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:

Student Transportation    \$5,000,000.00 combined single limit

Buses and vehicles with capacity of more than 15    \$25,000,000 combined single limit

- 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.

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
<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 sent to [mnoriega@oxnardsd.org](mailto:mnoriega@oxnardsd.org) and [llugodominguez@oxnardsd.org](mailto:llugodominguez@oxnardsd.org).  
Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20\_24\_\_

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: \_\_\_\_\_

**January 30, 2024**

*Lisa Franz, Director of Purchasing.*

Oxnard School District  
OXNARD, CA 93030  
Group # 302847-1

Dear Lisa,

Thank you for selecting WorldStrides to organize your educational travel program. As your Financial Services Representative, I am part of a professional team that is dedicated to making your program a success. Just as your Account Manager services your itinerary and tour related needs, I am dedicated solely to your group's accounting needs.

In that regard, please refer to the enclosed School Account Letter of Understanding. This letter provides a detailed checklist of items that we will jointly manage. In particular, please note that I have included guidelines concerning registration, collection/ remittance of monies, the optional Full Refund Program, as well as cancellation policies. As a friendly reminder, don't forget to mark your Full Refund Program selection on page two. In addition, for your convenience, I have detailed your specific payment schedule for your upcoming trip. After you have reviewed the Letter of Understanding, please retain a copy for your records and return the executed copy to me via email or fax 434-982-8748.

To make the accounting aspect of your trip as simple as possible, I am available by phone and email Monday through Friday between 8:30 a.m. and 5:00 p.m. EST. Feel free to contact me if you have questions, and I will be in touch with you periodically as well. I look forward to working with you in the coming season.

Regards,

Cindy Thomas  
Financial Services Representative, School Accounts  
**Cindyt@worldStrides.com**

**SCHOOL ACCOUNT**

**LETTER OF UNDERSTANDING  
Oxnard School District  
Group # 302847-1**

The Program Leader, **Lisa Franz, Director of Purchasing**, understands and agrees to perform the following:

- ✓ **Register** participants online at [worldstrides.com](http://worldstrides.com) using trip ID 214850 or **submit** completed and signed WorldStrides' registration forms with an accompanying deposit for each traveler in your group. If you anticipate that registrations will be delayed, please send a good faith deposit based upon the estimated number of travelers.
  - Please remember that the registrations of all travelers must be submitted no later than 100 days from trip departure.
- ✓ **Collect** all monies due from each traveler according to your payment schedule below.
- ✓ **Remit** monies in the form of a school/group check made payable to WorldStrides.
  - Please remind parents to remit all payments to you, the Program Leader. Monies received by WorldStrides from parents will be returned with a letter of explanation.

Payment Schedule

Amount Due	Due Date
\$49 (per participant)	02/27/24
Final Payment	03/20/24

- All registrants must become current with the group's payment plan at the time of registration.
- Purchase Orders are considered a 'promise to pay' and are not a form of payment. Purchase Orders may be accepted if the following conditions are met:
  - *Purchase Orders must be received at least two weeks prior to the group's payment due date in order to allow time for the school district to be invoiced and remit payment by the due date.*
  - *The School District's check-issuing requirements must be noted on the Purchase Order.*
- ✓ **Handle** all correspondence, revisions, and inquiries with your Financial Services Representative.
- ✓ **Inform** WorldStrides of the schools desire to purchase the Full Refund Program (please mark the appropriate box below).

Accepted _____	The school elects not to purchase Full Refund Programs for any participants and acknowledges that
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Declined _____	all canceling participants will be subject to our Standard Cancellation Policy, outlined later in this document.
Accepted _____	The school elects to purchase the Full Refund Program. The Full Refund Program may be purchased for the entire group or for a specific number of participants.
Declined _____	<b>Please bill the school for _____ # Full Refund Programs.</b>

▪ **WorldStrides Full Refund Program Information:**

- The Full Refund Program (FRP) protects you/your participants' payments and provides a full refund\* minus the cost of this program if you, the participant, school, or school's administration need to cancel up to 1 day prior to departure for any reason. Cancellations received less than one day prior to departure are under the Standard Cancellation Policy. Participation in this program is optional.
- The Full Refund Program (FRP) may be purchased for the entire group or for specific individuals. With this option, the school/Program Leader must pay the **\$149** program fee for each of the FRP's purchased along with the deposit.
- The option to enroll or decline enrollment in the Full Refund Program expires thirty (30) days from the date of this document.
- This program does not make refunds in the event the trip is canceled as a result of or following an act of God, war (whether declared or not), terrorism, civil unrest, or in the event of WorldStrides' bankruptcy, insolvency, or cessation of business.

\*Returned check fees and the deposit are not refundable under FRP.

- ✓ Adhere to the following cancellation and non-refundable fee(s) policies:

▪ Standard Cancellation Policy without the Full Refund Program

Based Upon Days from Departure	Percentage retained by WorldStrides
More than 74 days	25%
45-74 days	50%
44 or less	100%

- Cancellation fees are NOT WAIVED for replacements.
- Cancellation fee is retained based on the WorldStrides' payment schedule, not on what the individual has remitted to the school.
- Fees and costs for the non-refundable/non-transferable deposit, the Full Refund Program, returned checks, and merchandise purchases are non refundable.

▪ WorldStrides non-refundable fees

Description	Amount
Non-refundable deposit	\$49 per participant
NSF – returned check	\$35 each check



**If you have a Financial Contact, please complete the following information:**

Financial contact name (please print): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

**Please complete the following Program Leader information. Retain one copy for your records and return the executed Letter of Understanding to Cindy Thomas, Financial Services Representative. If you have any questions, please contact me.**

**Program Leader Contact Information**

Program Leader name (please print): \_\_\_\_\_

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

Phone : \_\_\_\_\_ Fax : \_\_\_\_\_

Email address: \_\_\_\_\_

Policies contained herein are only summaries and are not all inclusive. Please refer back to your registration letter other student invitation materials, and Policy Handbook for complete detail of policies.

**Financial Services Representative: Cindy Thomas**

Mailing address: WorldStrides P.O. Box 9033, Charlottesville, VA 22906

Email address: [CindyT@worldStrides.com](mailto:CindyT@worldStrides.com)



If paying by Wire, please use the Wire instructions below and notify us of your intention, so that we can claim it and apply it to your tour.

### Supplier's Bank Information

<b>Mailing address:</b>	Citizens Commercial Banking 1 Citizens Drive Riverside, RI, 02915
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### Domestic/International Wire Transfer Instructions

<b>Transit Routing Number:</b> <i>(for domestic use)</i>	011500120
<b>SWIFT Code:</b> <i>(for international use)</i>	CTZIUS33
<b>Account Number:</b>	1402478698
<b>Bank Administrative Contact:</b>	Wire Department, 1-877-471-1961

### ACH Instructions

<b>Transit Routing Number:</b>	211070175
<b>Account Number:</b>	1402478698
<b>Bank Administrative Contact:</b>	ACH Department, 1-800-883-4224

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #23-275 – Sterling Venue Ventures (DeGenna)**

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Rental fees for use of Oxnard Performing Arts Center for OSD Welcome Back Event to be held on August 12, 2024.

#### **FISCAL IMPACT:**

Not to exceed \$6,500.00 – Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #23-275 with Sterling Venue Ventures.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-275, Sterling Venue Ventures \(4 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

**Oxnard School District**

Director, Purchasing	Signature	Date



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

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

**Approval of Agreement #23-278, Nigro & Nigro, PC – District’s Measure I Building Bond Audit Services for Fiscal Year 2023-24 (Mitchell/Núñez)**

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Nigro & Nigro, PC will perform the District’s Measure I Building Fund Bond Audit services for the 2023-2024 fiscal year.

**FISCAL IMPACT:**

Not to Exceed: \$10,000.00 - General Fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Fiscal Services, that the Board of Trustees approve Agreement #23-278 with Nigro & Nigro, PC.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-278, Nigro & Nigro, PC \(4 Pages\)](#)



February 1, 2024

To the Board of Education and Management of  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

We are pleased to confirm our understanding of the services we are providing for Oxnard School District for the fiscal years ending June 30, 2023 and June 30, 2024 with two additional option years. We will audit the financial statements of the Measure “I” Building Fund of Oxnard School District as of and for the fiscal years ending June 30, 2023 and June 30, 2024. We will also conduct an annual performance audit in accordance with *Government Auditing Standards* to ensure that bond proceeds have been spent only on allowable costs.

### **Objective**

The objective of our financial audit is the expression of an opinion about whether the financial statements of the Measure I Building Fund are fairly presented, in all material respects, in conformity with generally accepted accounting principles.

The objective of our performance audit is the expression of an opinion about whether the expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure “I”.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of Oxnard School District and other procedures we consider necessary to enable us to express an opinion on whether the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or form an opinion, we may disclaim an opinion or not issue a report.

### **Audit Procedures**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit is not designed, though, to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. We will inform you of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention.

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA

MURRIETA OFFICE 25220 Hancock Avenue, Suite 400, Murrieta, CA 92562 • P: (951) 698-8783 • F: (951) 699-1064  
WALNUT CREEK OFFICE 2121 N. California Blvd. Suite 290, Walnut Creek, CA 94596 • P: (844) 557-3111 • F: (844) 557-3444  
www.nncpas.com • Licensed by the California Board of Accountancy

In addition, we will inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Oxnard School District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion. Management maintains the responsibility for identifying and ensuring that Oxnard School District complies with applicable laws, regulations, contracts, and other agreements.

Our procedures will also include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence of inventories, and will include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate internal control-related matters to management and those charged with governance as required by professional standards.

### **Management Responsibilities**

We understand that you will make all financial records and related information available to us for our audit and that you are responsible for the accuracy and completeness of that information. The management of Oxnard School District has the responsibility for the proper recording of transactions in the books of account, for establishing and maintaining effective internal controls, including monitoring ongoing activities, for the safeguarding of assets, for ensuring compliance with applicable laws and regulations, and for the preparation and substantial accuracy of the financial statements, in accordance with generally accepted accounting principles. Although we may advise you about appropriate accounting principles and their application, the selection and method of application are the sole responsibility of the Oxnard School District' management. As part of our engagement, we may also propose standard, adjusting, or correcting journal entries on your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing all services performed as part of this engagement as well as evaluating the adequacy and results of those services and accepting responsibility for the services. In addition, management is responsible for adjusting the financial statements for all material adjustments and for confirming to us in the management representation letter that all uncorrected misstatements aggregated by us during the current audit engagement are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

By your signature below, you acknowledge that you are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government that involves management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government that have been received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and

regulations and for taking timely and appropriate actions to remedy any fraud, illegal acts, or violations of contracts and agreements. You agree that you will confirm to us in your management representation letter your understanding of your responsibilities as defined in this letter.

### **Other**

Jeff Nigro, CPA, CFE is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Nigro & Nigro's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

It is our policy to keep records related to this engagement for seven (7) years. However, Nigro & Nigro does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Nigro & Nigro shall be free to destroy our records related to this engagement.

The maximum annual fee for auditing services under the terms of this agreement shall be \$10,000 for the fiscal years ending June 30, 2023 and June 30, 2024. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring additional costs.

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. **IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.**

The agreement may be cancelled annually if notified by the District or auditor by February 1 for the audit of the following fiscal year. Additional extensions beyond 2024 may be secured on a year-by-year basis, subject to the agreement of the District and the auditor.

We appreciate the opportunity to be of service to Oxnard School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Nigro + Nigro, PC.*

Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Oxnard School District.

APPROVED:

*Fabiana Trinez*  
\_\_\_\_\_  
Oxnard School District

2/5/2024  
\_\_\_\_\_  
Date

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #23-268 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

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It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2023-2024 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students:

AB050912	\$32,400.00
EG061410	\$45,550.00
DG052310	\$36,650.00
AR041511	\$36,300.00
GP051010	\$7,500.00

**FISCAL IMPACT:**

\$158,400.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-268 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-268, VCOE SCP Services 2023-24 \(5 Students\) \(15 Pages\)](#)



**INTER-DISTRICT SERVICES AGREEMENT  
for Paraeducator Performing Special Circumstance Education Support**

This Services Agreement (the "Agreement") is made and entered into 02/07/2024 by and between \_\_\_\_\_  
(Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and  
(District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District  
LEA  
1051 South A Street  
Street Address  
Oxnard, CA, 93030  
City, State, Zip code

Danielle Jefferson  
Contact Name  
805-385-1501  
Contact Telephone Number  
djefferson@oxnardsd.org  
Contact E-mail Address

**Services.** Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

**Payment.** All payments will be made after receipt of invoice, net 30 days.

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

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

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

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

**Compliance with Laws.** VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

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

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

**Fingerprinting.** VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

**Tuberculosis.** VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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

Inter-District Agreement for Services

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

**Indemnification.**

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

**Insurance.**

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.


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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Holly Minear



2.8.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Lisa Franz, Director of Purchasing

LEA Business Office Administrator

Signature

Date



**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 02/12/2024 and terminate on 06/30/2024  
This agreement reflects the information in the student's IEP dated 2/6/2024.

**Estimated Fees**

<u>Estimated Cost for Services</u>	\$ <u>32,400.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

**DESCRIPTION OF WORK (required):**

This agreement pertains to providing exceptional service(s) for **AB050912**, a Special Education pupil who is a resident of LEA and currently attends Foster School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

**WORK SCHEDULE (if applicable):**

Please see the Foster School Calendar for the 23-24 School Year on the VCOE website at [www.vcoe.org/special-education/calendars](http://www.vcoe.org/special-education/calendars).



**INTER-DISTRICT SERVICES AGREEMENT  
for Paraeducator Performing Special Circumstance Education Support**

This Services Agreement (the "Agreement") is made and entered into 01/12/2024 by and between  
(Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and  
(District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District  
LEA  
1051 South A Street  
Street Address  
Oxnard, CA, 93030  
City, State, Zip code

Danielle Jefferson  
Contact Name  
805-385-1501  
Contact Telephone Number  
djefferson@oxnardsd.org  
Contact E-mail Address

**Services.** Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

**Payment.** All payments will be made after receipt of invoice, net 30 days.

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

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

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

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

**Compliance with Laws.** VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

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

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

**Fingerprinting.** VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

**Tuberculosis.** VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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

Inter-District Agreement for Services

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

**Indemnification.**

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

**Insurance.**

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Holly Minear  1.26.24

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VCOE Executive Director, Student Services VCOE Signature Date

Lisa Cline

---

VCOE Executive Director Internal Business Services VCOE Signature Date

**Local Educational Agency Approval**

Lisa Franz, Director of Purchasing

---

LEA Business Office Administrator Signature Date

**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 01/12/2024 and terminate on 06/30/2024  
This agreement reflects the information in the student's IEP dated 1/12/2024.

**Estimated Fees**

<u>Estimated Cost for Services</u>	\$ <u>45,550.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

**DESCRIPTION OF WORK (required):**

This agreement pertains to providing exceptional service(s) for **EG061410**, a Special Education pupil who is a resident of LEA and currently attends Triton Academy, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,900 minutes weekly. ESY will be provided in the classroom for 240 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

**WORK SCHEDULE (if applicable):**

Please see the Triton Academy School Calendars for the 22-23 and 23-24 School Years on the VCOE website at [www.vcoe.org/special-education/calendars](http://www.vcoe.org/special-education/calendars).



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 01/10/2024 by and between (Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

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

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

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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Inter-District Agreement for Services

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If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

**Indemnification.**

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

**Insurance.**

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Holly Minear



2.6.24

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Lisa Franz, Director of Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 01/27/2024 and terminate on 06/30/2024. This agreement reflects the information in the student's IEP dated 1/10/2024.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ 36,650.00
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for **DG052310**, a Special Education pupil who is a resident of LEA and currently attends Phoenix School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,675 minutes weekly. ESY will be provided in the classroom for 1,200 minutes weekly.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Phoenix School Calendars for the 23-24 School Years on the VCOE website at [www.vcoe.org/special-education/calendars](http://www.vcoe.org/special-education/calendars).



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 01/18/2024 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

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

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

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

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

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

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

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

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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



Inter-District Agreement for Services

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

**Indemnification.**

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

**Insurance.**

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

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


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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Holly Minear

VCOE Executive Director, Student Services



VCOE Signature

1.29.24

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Lisa Franz, Director of Purchasing

LEA Business Office Administrator

Signature

Date

Inter-District Agreement for Services

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 01/23/2024 and terminate on 06/06/2024. This agreement reflects the information in the student's IEP dated 1/18/2024.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>36,300.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, **AR041511**, a Special Education pupil who is a resident of LEA and currently attends Gateway Community School, an alternative education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 355 minutes weekly.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Gateway Community School Calendar for the 23-24 School Year on the VCOE website at [www.vcoe.org/special-education/calendars](http://www.vcoe.org/special-education/calendars).



INTER-DISTRICT SERVICES AGREEMENT Agreement 5 of 5
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 01/12/2024 by and between (Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

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

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

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

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

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

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

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

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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

Inter-District Agreement for Services

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

**Indemnification.**

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

**Insurance.**

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

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

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Holly Minear

VCOE Executive Director, Student Services



VCOE Signature

1-22-24

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

**Local Educational Agency Approval**

Lisa Franz, Director of Purchasing

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 01/12/2024 and terminate on 06/30/2024
This agreement reflects the information in the student's IEP dated 9/27/2023 and memo dated 1/17/2024.

Estimated Fees

Table with 2 columns: Description and Amount. Rows include Estimated Cost for Services (\$7,500.00), Other Ancillary Cost or fees, as applicable, and Total not to Exceed.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for GP051010, a Special Education pupil who is a resident of LEA and currently attends Foster School, a special education program operated by VCOE.
Paraeducator performing special circumstance educational support (SCES) during transportation for 60 minutes daily.
LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s).

WORK SCHEDULE (if applicable):

Please see the Foster School Calendars for the 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Ratification of Agreement #23-270 – STS Education (Fox/Shea)**

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STS Education will continue to provide the planning, coordination, project management, and professional development to properly implement STEAM and esports programs for the Expanded Learning Opportunity Program throughout the Oxnard School District.

Term of Agreement: August 11, 2023 through December 30, 2024

#### **FISCAL IMPACT:**

\$177,767.21– Expanded Learning Opportunity Program Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-270 with STS Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-270, STS Education \(15 Pages\)](#)  
[Proposal \(15 Pages\)](#)



# 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 (3<sup>rd</sup>) 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](mailto:jorejel@oxnardsd.org), [gshea@oxnardsd.org](mailto:gshea@oxnardsd.org), and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20 24

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 STEAM Proposal



# Introduction

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Oxnard School District has the funding to outfit their schools with robust after school programs. Wisely, they are seeking to upgrade STEAM facilities throughout the district to provide valuable and sustainable school day programs so as to ensure the greatest possible impact with the available funds.

This Contract provides the continued planning, coordination, project management and professional development to properly implement these programs started in May 23. Though extensive expertise exists within the district, available time is limited. This proposal is designed to leverage the experience within the district and explode that capacity with outside educational experts to meet this short term need and protect the integrity of the funds.

The result of this engagement will be a clear set of outcomes for the spaces and a fully functional pilot in Frank Academy. The district will also have a clear path to rapidly scale this success across the district.



# Executive Summary

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Leveraging expert educators from across the country, as well as deep experience within the district, this engagement will implement a success pilot for school day STEAM programs and an after school esports program. Specifically, this engagement will:

- Gather data from relevant district staff and clarify the goals and outcomes of the STEAM and esports programs
- Design the pilot space and a scalable plan for implementation and ongoing maintenance across the district.
- Provide the labor and expertise to select, order, and manage the logistics of equipment delivery and setup within the designated budget.
- Create a custom curriculum based on original and existing resources to meet the desired goals and outcomes of the programs.
- Provide professional development to teachers and program facilitators to support excellent use of the curriculum and equipment.





# Project Scope

## Project Purpose

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Oxnard School District seeks to update the STEAM lab in Frank Academy as a pilot to scale school day and after school programming across the district. Specifically, the district seeks to:

1. Develop clear curricular and programmatic goals to drive the implementation decisions, including, but not limited to video and audio production, robotics, 3D design and printing, graphic design and esports;
2. Develop a space to deliver these programmatic and curricular goals;
3. Create program curriculum resources to support teachers in the successful use of the space;
4. Design sustainable support systems for the space to ensure efficient and effective maintenance of the space; and
5. Manage this process in an inclusive manner while minimizing the limited time district staff must spend on this project.

## Project Deliverables

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1. Based on meetings with relevant stakeholders, Educational Collaborators will provide a clarified list of the outcomes sought for the space and programs both at Frank Academy and the district as a whole.
2. Educational Collaborators, in coordination with the district, will provide a specific plan for Frank Academy as well as a plan and process to scale the school day and afterschool STEAM solution across the district. The plan will include FF&E, technology and sustainable staffing plan.
3. Educational Collaborators will provide a list of hardware, software and FF&E recommended to fulfill the Frank Academy programmatic and curriculum requirements and desired outcomes for review and approval by the district.
4. Educational Collaborators will serve as an “owner’s rep” in the negotiation of hardware, software and FF&E selected by the district and coordinate the purchase process consistent with district purchase rules and procedures.
5. Educational Collaborators will provide a curriculum and resources for teachers and facilitators to use for the school day and afterschool programs.
6. Educational Collaborators will provide professional development to Frank Academy school day and afterschool staff on the curriculum and materials.
7. Revised plan to scale the solution across the district based on experiences from Frank Academy.

# Project Scope

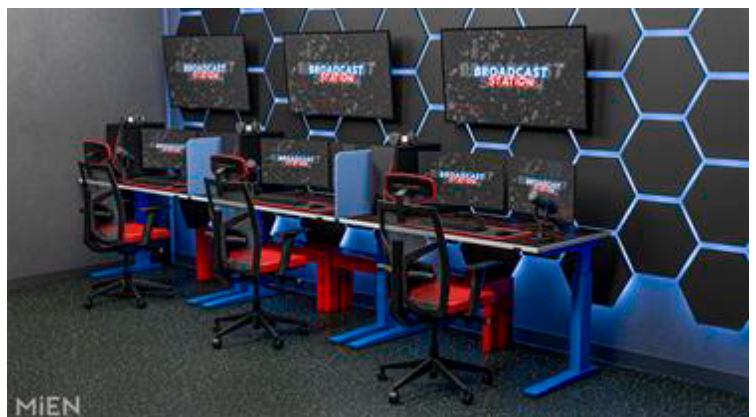
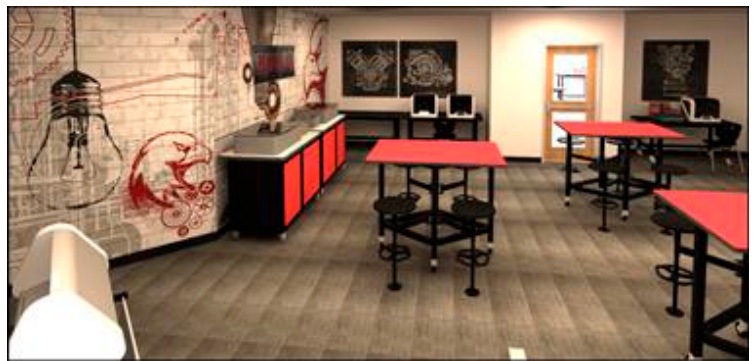
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## Project Performance Assurance

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It is important that Oxnard School District get a return from the significant investment these spaces require. Thus, the following performance assurance is included in this proposal:

1. Upon completion of the initial professional development at Frank Academy, teachers will be assessed on their comfort with achieving the programmatic and curricular goals identified at the beginning of the project.
2. One month after the initial professional development, Educational Collaborators will host a video call with relevant staff to discuss progress and any challenges.
3. Six months after the initial professional development, Educational Collaborators will provide a survey for relevant staff and host a video call with school and district leaders to discuss progress and any challenges.
4. One year after the initial professional development, Educational Collaborators will again provide a survey for relevant staff and host a video call with school and district leaders to discuss progress and any challenges. An additional scope of work may be created in order to address challenges identified



# Project Activities and Timeline

## PO Issued-ASAP

This timeline assumes the issue of a PO for the “Fixed District Project Costs” in the table below by Feb 15, 2024. Each day beyond Feb 15th may push successive deadlines by an equal amount.

## Launch-By Feb 15

Introduce Educational Collaborators project team leader to Oxnard School District team

## On-site Mtgs -By Mar 24

Meet with district staff to clarify the goals and desired outcomes to replicate labs similar to Frank Academy across district.

## Goals & Outcomes-By Mar 31

Provide a clarified list of program goals and outcomes.

## Formal Plan-By Apr 21

Plan and process for expansion to other schools in the district.

## Orders Placed-By Apr 28

Prepare and provide quotes for all materials required for implementation of the plan, as approved by the district. Process orders per district procedures.

## Frank Academy Lab Complete - By June 30

Orders coordinated and installed in Frank Academy STEAM Lab.

## Custom Curriculum-By June 30

Update and revise curriculum and resource bank for teachers to deliver units based on the curricular goals established at the beginning of the project.

## Professional Development- ASAP

Provide professional development to relevant staff per availability. It may commence once lab is complete but may be used within 12 months of completion.

# Summary of the Process

We believe that culture matters. Though the district sets the tone, school buildings typically carry their own flavor of the culture. The key to sustainability is connecting with the culture. Failure to connect educational technology projects to the local building culture results in ineffective use of technology and, ultimately, a waste of funds.

Our approach begins with selecting a team of experienced educators who understand the culture of the district. Though we usually gather enough insight to build this team in the scoping process, we occasionally make changes to the team to best align with the client culture. We also do a lot of listening. Our experts have an incredible depth of experience but none of that matters if we don't listen and connect our experience to the needs of the district and school.

Lastly, though your team will have over 100 collective years of experience implementing initiatives similar to yours, we think you deserve more. Our Collaborators leverage our network of over 150 Collaborators and their wider professional networks on your behalf, delivering unparalleled expertise!



# About US

Educational Collaborators is a national consulting organization comprised of many of the best practitioners in the field of education. Our collaborators are highly sought out for their expertise and experience. Employing current educators allows us to deliver the most relevant skills available. In addition, our portal based approach to consulting means multiple perspectives are considered to provide input into your project. Our innovative model enables us to cost effectively deliver true “Best Practice” recommendations to our clients.

- Our mission at Educational Collaborators is to change the global education landscape to help institutions develop generations of creative problem solvers. We will do this by meeting the needs of our clients' faculty, students and staff to create sustainable environments of innovation and appropriate change while helping them retain their unique culture and timeless values.
- We have been serving schools since 2006 and have helped schools with as few as 7 teachers and districts as large as New York City Department of Education. We started as six school tech leaders seeking to help one another and have grown to a global network of over 150 edtech experts. In addition to serving schools and districts in 49 states and 14 countries, global companies bring us in to serve their clients, such as Google, Microsoft, Lenovo, HP, Qualcomm and more.
- With over 2,500 years of daily edtech leadership experience in our organization, there is almost nothing we can't do to support your edtech needs. Our most common service offerings include:
  - Technology Audits -EdTech, Infrastructure, Databases, Workflows, Staffing
  - Strategic Technology Planning
  - Major Initiative Project Management -New data systems, 1:1 Initiatives, Facility Consultation
  - Curriculum Design for EdTech solution
  - Technology Skill Scope and Sequence
  - Custom Professional Development -Embedded, Workshops, Coaching, Virtual and On-Site
  - Learn.EC -Online Professional Development Platform
- Schools are social institutions and thus are as unique as the people in them. We value that uniqueness and seek to understand your culture as part of our approach. We customize our work and deliverables to be reflective of your unique culture and timeless values.



## Portfolio

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Educational Collaborators is proud to have served the institutions below and many more.



CATHOLIC SCHOOLS *in the*  
ARCHDIOCESE *of* NEW YORK



Gorman  
LEARNING



Lenovo

## Suggested Project Team

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Dr. Robert Dillon is an author, speaker, educator, and lifelong learner. His twenty-five plus years in education has seen him serve kids and families as a teacher, principal, technology director, and innovation leader. His primary focus is working to bring synergy to instructional design, technology infusion, and learning space design. He believes that in this synergy is the educational gold that students need to be successful citizens in a modern world. He works through an equity lens and looks to bring excellence to every classroom. For this work, he has been honored by Common Sense Media, The Center for Green Schools, the dSchool at Stanford University, the Buck Institute for Education, and Future Ready Schools. Dr. Dillon has had the opportunity to work with teachers and leaders throughout the country, and he continues to speak at local, regional, and national conferences. Dr. Dillon is the co-founder of ConnectED Learning, a Saint Louis non-profit dedicated to affordable, quality professional learning for teachers. He is the author of six books.



Char Shryock has worked as a teacher, technology specialist, Director of Curriculum, and Superintendent since she started her career as an educator in 1987. She is an experienced professional learning facilitator, supporting educators at a local, state and national level around a broad range of topics including assessment design, standards implementation, literacy and STEM. As an engaging public speaker, she has presented at multiple state and national conferences, including NSTA, ASCD, AMLE, and NCTE. Char has served on many Ohio Dept. of Education working groups, helping to develop learning standards, model curriculum, assessments, and Ohio's Strategic Plan for Education.



Rick is the Instructional Technology Coach/Director at the Governor Mifflin School District in Shillington, PA. Rick works with his own students and teachers as well as others around the world and enjoys presenting at global conferences including ISTE and Learning Forward. He is a Google Certified Trainer, Google Geo Teacher, and Google Certified Educator Level 1 & 2, Minecraft EDU Trainer, and MIE Trainer. He loves working with K-12 teachers to enhance lessons, using technology, in order to increase student engagement. As well as being a husband, father, proud golden retriever owner, and competing in triathlons.

## Suggested Project Team

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Mike started teaching in 2012 and shortly into his career students piqued his interest in gaming after giving a presentation about that years World Championships. Since then, gaming and esports has played a major role in his life. While Mike left education for a few years to be an Instructional Systems Designer and LMS Administrator, he never stopped working on esports. He has helped 100+ high schools in Wisconsin create programs and leads the Wisconsin High School Esports Association. He continues to work with other state leaders around the country to build legitimacy to scholastic esports, work with collegiate systems, develop esports curriculum, and build internship opportunities for students.



Lindy Hockenbary is an educator whose strength is helping other educators utilize technology to enhance learning experiences. She has spent her career in various roles in the education field, including classroom teacher, curriculum writer, technology integration specialist, and professional development manager. In her role with Educational Collaborators, Lindy facilitates hands-on trainings for teachers and works with educational technology companies to provide product feedback and training solutions. She is the author of A Teacher's Guide to Online Learning and holds several edtech certifications, including Google for Education Certified Trainer and Microsoft Innovative Educator (MIE) Master Trainer and Expert.



**EDUCATIONAL**  
COLLABORATORS



# Project Fees

CMAS Contract Number 3-23-05-1032

The Project Fees below represent services delivered after June 30 2023 or services yet to be delivered from the original contract.

## Fixed District Project Costs

Description	Estimated Days/Hours	Estimated Costs
Weekly Meetings	7.5 hours	\$1,356.83
District/School Meetings	15 hours	\$2,713.65
Program Goals Document	7.5 hours	\$1,356.83
Frank Academy and district plan	45 hours	\$8,140.95
Materials Quotes	9.5 hours	\$2,713.65
Purchase and delivery logistics	55 hours	\$10,854.60
Curriculum Development	514 hours	\$92,987.74
Professional Development (including travel)	9 days	\$31,742.28
Revised district plan	15 hours	\$2,713.65
Project Coordination (15%)		\$23,187.03

Total Estimated Cost     \$177,767.21

# Customer Requirements

Client shall provide the following:

- Ensure completion of all Client tasks in a timely manner.
- Appoint and make reasonably available a contact to work with Consultant for the duration of this Contract. (This person must have authority to act on behalf of Client)
- Furnish consultant with necessary information and data on Clients operations, activities, and existing systems, as reasonably required to achieve the Project Proposal objectives.

# Exclusions

The Services described in this Agreement constitute the entire Project Proposal.

This Project Proposal does not include:

- A Technical Support representative or contract for any of the recommended technologies other than those specifically identified in scope of work. (The consultant however, will work to assist Client with the identification of issues that require a Technical Support resolution.)
- Purchase, installation or configuration of any of the technologies beyond that identified in scope of work.
- Delivery/Implementation of any of the recommended services or strategies other than those specifically called for in the Scope of Work.

# Expiration Date

This proposal and pricing is valid through 3/15/24.

# Acceptance

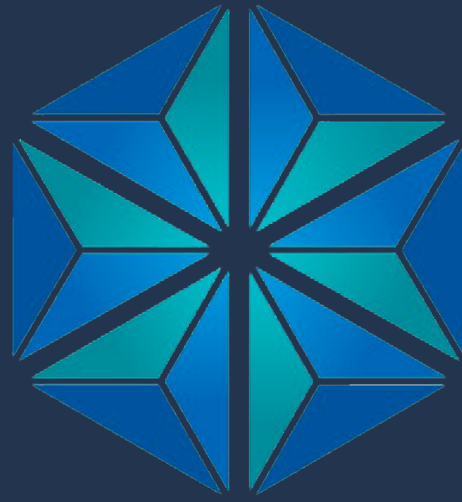
BY SIGNING BELOW, CLIENT ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK IS ACCEPTABLE AS DESCRIBED AND CONSTITUTES A BINDING ADDENDUM TO THE MASTER SERVICES AGREEMENT.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by duly authorized representatives of the parties.

Please print a copy of the Statement of Work, sign, scan and email to: [contracts@educollaborators.com](mailto:contracts@educollaborators.com)

# Signatures

Oxnard School District	Educational Collaborators, A Division of Pacific OneSource
Signature:	Signature:
Name:	Name: Alex Inman
Title:	Title: Chief Academic Officer
Date:	Date: 2024-01-22
Billing Contact: Billing Contact Email: Billing Address:	Oxnard School District Purchase Order No.:



**EDUCATIONAL**  
COLLABORATORS



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

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

**Ratification of Agreement #23-276, Nigro & Nigro, PC – District Audit Services for Fiscal Year 2023-24 (Mitchell/Núñez)**

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Nigro & Nigro, PC will perform the District's General Audit services for the 2023-2024 fiscal year.

**FISCAL IMPACT:**

Not to Exceed: \$49,500.00 - General Funds

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Fiscal Services, that the Board of Trustees ratify Agreement #23-276 with Nigro & Nigro, PC.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-276, Nigro & Nigro, PC \(10 Pages\)](#)



December 29, 2023

To the Board of Education and Management of  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

We are pleased to confirm our understanding of the services we are providing for Oxnard School District (“the District”) for the fiscal year ended June 30, 2024 with two additional option years. Please read this letter carefully because it is important that you understand and accept the terms under which we have agreed to perform our services as well as management’s responsibilities under this agreement.

### **Audit Scope and Objectives**

We will prepare and audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the fiscal year ending June 30, 2024.

Accounting principles generally accepted in the United States of America (U.S. GAAP) call for certain required supplementary information (RSI) to accompany the basic financial statements. The Governmental Accounting Standards Board also considers this information a necessary part of financial reporting, as it provides perspective to the basic financial statements. Therefore, as part of this engagement, we will apply limited procedures to the District’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will primarily consist of inquiries of management regarding their methods of measurement and presentation. However, we will not express an opinion or provide any assurance on this RSI, as our limited procedures do not provide us with sufficient evidence to do so. Consequently, the financial statements we present to you will include the following required RSI that will not be audited and, as such, our report will disclaim an opinion on this RSI:

- Management’s Discussion and Analysis
- Schedules of Budgetary Comparison
- Schedule of Proportionate Share of the Net Pension Liability
- Schedule of Pension Contributions
- Schedule of Changes in the Net OPEB Liability and Related Ratios

We also understand that supplementary information other than RSI will accompany the District’s basic financial statements. In accordance with GAAS, we will apply auditing procedures and other additional procedures deemed necessary to the following supplementary information accompanying the basic financial statements in order to provide an opinion on this information in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements:

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA | Jessica Berry, CPA | Angelika Vartikyan, CPA

MURRIETA OFFICE 25220 Hancock Avenue, Suite 400, Murrieta, CA 92562 • P: (951) 698-8783 • F: (951) 699-1064  
WALNUT CREEK OFFICE 2121 N. California Blvd. Suite 290, Walnut Creek, CA 94596 • P: (844) 557-3111 • F: (844) 557-3444  
www.nncpas.com • Licensed by the California Board of Accountancy

- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Financial Trends and Analysis
- Schedule of Expenditures of Federal Awards
- Reconciliation of the Annual Financial and Budget Report with the Audited Financial Statements

The statements we present to you will include the following additional information, which will not be subject to the auditing procedures applied in our audit of the basic financial statements and for which our report will not provide an opinion or any assurance:

- History and Organization
- Schedule of Charter Schools

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. GAAP and to report on the fairness of the additional information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with laws, regulations, and the provisions of awards, contracts or grants agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the provisions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The reports on internal control and compliance are solely for information and use of management and will each include a paragraph that the purpose of the report is solely to describe the following: (1) the scope of testing of the system of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of the system of internal control over financial reporting or on compliance; (2) the scope of testing the system of internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of the system of internal control over compliance; and (3) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the system of internal control over financial reporting and compliance. The Uniform Guidance report on internal control over compliance is solely to describe the scope of testing of the system of internal control over compliance and the results of that testing based on the Uniform Guidance requirements.

Our audit will be conducted in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance.

Our professional standards as defined by GAAS require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements, and the related financial statement disclosures, are free from material misstatement whether due to fraud or error, and are fairly presented, in all material respects, in conformity with U.S. GAAP. 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 will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and 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.

As such, our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of the District, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express an opinion whether the financial statements prepared as part of this engagement are fairly presented, in all material respects, in conformity with U.S. GAAP. The procedures we determine necessary will depend on our professional judgment as auditors and will be based, in part, on our assessment of the risks of material misstatement of the financial statements and disclosures, whether due to fraud or error.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If we deem it appropriate, our procedures will also include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence of inventories, and confirmation of receivables and other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters. These representations will include acknowledging our assistance with the preparation of your financial statements and related notes, the schedule of expenditures of federal awards, and notes accompanying these documents, and that you have reviewed and approved these documents, approved their release, and that you have accepted responsibility for them, compliance with laws, regulations, contracts, federal award programs, and grant agreements; and other responsibilities required by GAAS.

Because of the inherent limitations of an audit, together with the inherent limitations of a system of internal control, an unavoidable risk exists that some material misstatements may not be detected by our firm, even though our audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. 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, misrepresentation, or the override of controls. An audit is not designed to provide an opinion on your system of internal control nor to identify deficiencies in internal control.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Since we plan and perform our audit in accordance with GAAS to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriations of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity; and because the determination of abuse is so subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance regarding the detection of abuse. As required by the Single Audit Act Amendments of 1996 and the Uniform Guidance, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Our procedures will be less in scope than what



would be required to render an opinion on a system of internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Accounting Standards. However, we will inform you of any material errors that come to our attention, and we will inform you or the appropriate level of management of any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will also include such matters in the reports required for a Single Audit.

Our audit will include obtaining an understanding of the government and its environment, including internal control sufficient to assess the risk of material misstatement of the financial statements and to design the nature, timing and extent of audit procedures. In making our risk assessments, we will consider internal control relevant to the preparation and fair presentation of the District's financial statements in order to design audit procedures that are appropriate in the circumstances. However, our audit procedures are not designed for the purpose of expressing an opinion on the effectiveness of your system of internal control. As required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that in our professional opinion are relevant to preventing or detecting material noncompliance with the requirements applicable to each major federal award program. Our tests, however, will be less in scope than what would be required to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance. We will communicate to you in writing concerning any significant deficiencies or material weaknesses in the system of internal control relevant to your financial statements that we identify during the audit as required by the American Institute of Certified Public Accountants, the Government Auditing Standards, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants. However, the objective of those procedures will not be to express an opinion in our report on compliance with these provisions pursuant to Government Auditing Standards.

In addition, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the District has complied with applicable laws and regulations and the provisions of contracts and agreements applicable to major programs. Our procedures, as such, will consist of the applicable procedures described in the OMB "Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to major programs in our report on compliance issued pursuant to the Uniform Guidance.

As this engagement is not designed to be a fraud audit, management understands and accepts the inherent limitations of the audit services described in this agreement.

Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Also, based on the audit evidence we obtain, we will conclude 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 a reasonable period of time.

Jeff Nigro, CPA, CFE is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Nigro & Nigro's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

## **Responsibilities of Management and Those Charged with Governance**

By your signature below, you acknowledge that management understands and agrees to assume all of the responsibilities stipulated in this section. As part of our engagement, we may advise you about appropriate accounting principles and their application; however, the management of the District acknowledges and understands that the final responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America remains with you. This responsibility includes the financial statements, all accompanying information, and the representations that accompany them. Management's responsibilities also include identifying government award programs, understanding and complying with program requirements, and the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) as required by the Uniform Guidance. As such, the management of the District is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Other management responsibilities include maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

Management is also responsible for the preparation and fair presentation of the supplementary information in conformity with U.S. GAAP. You agree that you will confirm your understanding of your responsibilities with respect to the supplementary information in your representation letter. You further agree to include our report on the supplementary information in any document that contains and indicates that we have reported on such supplementary information. In addition, you also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

You also acknowledge and understand that the management of the District is responsible 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. This responsibility includes having appropriate programs and controls in place to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization that involves management, employees who have significant roles in internal control, regulators, grantors and others where fraud could have a material impact on the financial statements. The management of the District is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations and for taking timely and appropriate actions to remedy any fraud, noncompliance with laws and regulations, or violations of contracts and agreements. You agree that you will confirm your understanding of your responsibilities as defined in this letter to us in your representation letter.

In fulfilling management's responsibility for establishing and maintaining internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition; that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with U.S. GAAP; and that federal award programs are managed in compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants.

Management is also responsible for the preparation and fair presentation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree that you will confirm your understanding of your responsibilities with respect to the supplementary information in your representation letter. You further agree to include our report on the supplementary information in any document that contains and indicates that we have reported on such supplementary information.

Management's responsibilities also include designating qualified individuals with suitable skill, knowledge, and/or experience to be responsible and accountable for overseeing the preparation of your financial statements and any other nonattest services we perform as part of this engagement, as well as evaluating the adequacy and results of those services and accepting responsibility for them.

Also, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and recommendations. This responsibility includes maintaining a summary of prior audit findings and recommendations and the corrective actions taken to address these issues; and for providing us with this information as part of our engagement. Management is also responsible to provide input on the current audit findings and recommendations, as well as management's planned corrective actions for these issues.

Management is responsible for making us aware of any contractor relationship in which the contractor has the responsibility for program compliance; providing us with access to all information management is aware of that is relevant to the preparation and fair presentation of the financial statements such as personnel, records, documentation and other matters; for the accuracy and completeness of the information that is provided to us; and for informing us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. This responsibility also includes providing us with any additional information that we may request from management for the purpose of the audit; as well as allowing us unrestricted access to individuals within the organization from whom we may determine it necessary to obtain audit evidence, including access to your designated employees who will type all confirmations we request.

### **Written Report**

We expect to issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Governing Board. We cannot provide assurance that an unmodified opinion will be expressed on the financial statements. Circumstances may arise in which it is necessary for us to modify our opinion, add emphasis-of-matter or other-matter paragraphs, decline to express an opinion, or withdraw from the engagement.

The inclusion, publication, or reproduction by the District of any of our reports in bond offerings, regulatory filings, or Data Collection Forms containing information in addition to financial statements may require us to perform additional procedures to satisfy our professional responsibilities. Accordingly, our reports should not be used for such purposes without our prior written permission. Also, to avoid delay or misunderstanding, it is important that we be given timely notice of the District's intention to include, publish or reproduce our report in any report, document, or written communication containing financial information on which we have not reported. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate engagement.

## Other Matters

**In accordance with the terms and conditions of this agreement, the District shall be responsible for the accuracy and completeness of all data, information and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, the District releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.**

At the conclusion of our engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will also provide copies of our reports to the California Department of Education and the State Controller's Office; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

By your signature below, you acknowledge that the audit documentation in connection with this engagement is the property of Nigro & Nigro and constitutes confidential information. However, in accordance with applicable laws and regulations, we may be asked to make certain audit documents available to and/or provide copies of selected audit documentation to regulators, governmental agencies, or their representatives ("Regulators") for purposes of quality review of the audit, to resolve audit findings, in accordance with funding requirements, or to carry out oversight responsibilities. Regulators may intend, or decide, to distribute the copies of information obtained therein to others, including other governmental agencies. By your signature below, you further acknowledge and agree that we are authorized to allow the Regulators access to, and copies of, such audit documents. We will notify you of any such request.

The maximum annual fee for auditing services under the terms of this agreement shall be as follows:

2023-24 Fiscal Year Audit: \$49,500  
Option one: 2024-25 Fiscal Year Audit: \$51,000  
Option two: 2025-26 Fiscal Year Audit: \$52,500

**with the exception that any auditing services provided for (1) significant changes in audit requirements as stated in Government Auditing Standards or (2) the Audit Guide issued by the Education Audit Appeals Panel may be in addition to the above maximum fee.** In addition to the audit fee, we will bill you for the cost of travel and mileage as may be necessary. Travel costs to be billed to the District include air fare, lodging, per diem meal allowances, transportation, and other incidental costs. Mileage on vehicles will be billed at the standard IRS rates. Our invoices for these fees will be rendered as work progresses and are payable within 30 days. In accordance with our firm policies, your account becomes delinquent when it is 90 days or more overdue. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide. This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The amount withheld is not payable unless payment is ordered by the California Board

of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of subdivision (a) of Section 14503.

In the event that circumstances make it necessary to perform additional work or to expend inordinate amounts of time because of (1) incompleteness of records, (2) poor working conditions, (3) abnormal errors, (4) misappropriation of funds, (5) lack of cooperation on part of the District personnel, or (6) other circumstances disclosed by our audit, it is agreed that such additional work may be subject to either special Agreement or Agreements upon a fee basis to be mutually agreed upon by all parties or may be based on our hourly rates. Before additional fees or Agreements may be instituted, the appropriate District personnel shall be informed in writing of any deficiency or difficulties as listed above. The District will have ten (10) working days to correct or implement plans to correct said deficiency, where possible. For those deficiencies that cannot be easily corrected, the District and Nigro & Nigro agree to make amendments to the Agreement to correct the deficiency and appropriately compensate us.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.), by third parties arise against the District or its officers subsequent to this engagement, which results in the subpoena of documents from Nigro & Nigro and/or requires additional assistance from us to provide information, depositions or testimony, the District hereby agrees to compensate Nigro & Nigro (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.), and to indemnify us for any attorney's fees to represent Nigro & Nigro.

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Professional standards require us to be independent with respect to the District. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform

the engagement partner before having any such discussions so that we can implement appropriate safeguards to maintain our independence.

It is our policy to keep records related to this engagement for seven years. However, Nigro & Nigro does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Nigro & Nigro does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

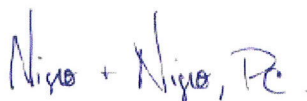
By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Nigro & Nigro shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The District and Nigro & Nigro both agree that any dispute over fees charged by the firm to the District will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to Oxnard School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Very truly yours,

A handwritten signature in blue ink that reads "Nigro + Nigro, PC". The signature is written in a cursive, slightly stylized font.

Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Oxnard School District.

APPROVED:



Oxnard School District  
Valerie Mitchell, Assistant Superintendent, Business and Fiscal Services

1-10-24

Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

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

### **Ratification of Memorandum of Agreement #23-277, County of Ventura, Ventura County Behavioral Health (Fox/Nocero)**

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The purpose of the MOU is to maintain a provision of services relationship between the County of Ventura, Ventura County Behavioral Health (VCBH) Logrando Bienestar and Oxnard School District (OSD). VCBH will work in partnership with OSD to provide community outreach at targeted school sites. VCBH will offer parent workshops and meet individually with OSD families to facilitate early identification and treatment with behavioral health services. VCBH will work in concert with school site staff to ensure proper delivery of VCBH services to OSD families.

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

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Memorandum of Agreement #23-277 with County of Ventura, Ventura County Behavioral Health.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-277, Ventura County Behavioral Health \(8 Pages\)](#)



**MEMORANDUM OF AGREEMENT BETWEEN  
THE COUNTY OF VENTURA AND  
OXNARD SCHOOL DISTRICT  
FOR EDUCATIONAL SUPPORT SERVICES**

This Memorandum of Agreement (“MOA”) is made and entered into by and between the **OXNARD SCHOOL DISTRICT** (hereinafter referred to as “District”) and the County of Ventura, through its Behavioral Health Department (hereinafter referred to as “VCBH”). Hereinafter, District and VCBH may be referred to individually as a “party” and collectively as the “parties.”

Whereas, District desires to engage VCBH to provide educational support services as described in Exhibit A – Description of Services, which is attached hereto and incorporated herein by this reference (“Services”); and

Whereas, VCBH 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 MOA;

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF SERVICES.** VCBH agrees to provide the Services set forth in Exhibit “A” at school sites and district locations mutually agreed to by the parties.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOA is that of independent contractor. In performing the Services, VCBH shall at all times act and perform as an independent contractor of District, and not as a partner, joint venturer, agent or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Neither party is 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 the other party or to bind the other party in any manner. Except for any materials, procedures or subject matter agreed upon, and reduced to writing herein, between VCBH and District, VCBH shall have complete control over the manner and method of performing the Services.

VCBH understands and agrees to independent contractor status. VCBH understands and agrees that acceptance of this MOA creates a rebuttable presumption that the officers, agents, employees, or subcontractors of VCBH 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. VCBH will be responsible for payment of all VCBH 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 MOA.

3. **NON-EXCLUSIVITY.**

- a. During the term of this MOA VCBH may, independent of its relationship with District, without breaching this MOU or any duty owed to District, render services for any other entity.
- b. During the term of this MOA District may, independent of its relationship with VCBH, without breaching this MOU or any duty owed to VCBH, contract with other individuals and entities to render the same or similar services to District.

4. **TIME OF PERFORMANCE.** The term of this MOA shall commence on **July 1, 2023**, and continue through **June 30, 2024**. Thereafter, the term of the MOA will automatically renew for two additional periods of one year each, unless one party gives written notice of nonrenewal to the other at least thirty (30) days before the start of the additional period.

5. **PAYMENT AND EXPENSES.** There is no financial obligation on the part of District or VCBH to participate in this educational outreach program.

6. **ASSIGNMENT AND SUBCONTRACTORS.** Neither party shall assign or transfer this MOA or any rights or interest hereunder without the prior written consent of the other party, which may be withheld in that party's sole and absolute discretion for any reason. Nothing contained herein shall prevent VCBH from employing independent associates, subcontractors, and sub-consultants as VCBH may deem appropriate to assist in the performance of Services. Any attempted assignment or transfer in violation of this MOA shall be null and void and of no force and effect. Any attempted assignment or transfer in violation of this MOU shall be grounds for the non-assigning or non-transferring party to terminate the MOA.

7. **TERMINATION.** Either party may terminate this MOA at any time for any reason by giving the other party thirty (30) days' advance written notice. The parties to this MOA shall be excused from performance hereunder during the time and to the extent they are prevented from obtaining, delivering, or performing services 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.

8. **NOTICE.** Any notice, demand or request required or permitted to be given under this MOA shall be deemed fulfilled by written notice, demand or request served on the party entitled thereto by one of the following methods:

- a. Personal delivery;
- b. Nationally recognized overnight express 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 day following posting; or if sent by a nationally recognized overnight express courier, 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 District and VCBH as follows:

**Oxnard School District**  
 (Insert District)  
 Attn: **Jodi Nocero**  
 Email: **jnocero@oxnardsd.org**

Ventura County Behavioral Health  
 VCBH  
 Attn: Sara Sanchez, BH Division Manager  
 Email: [sara.sanchez@ventura.org](mailto:sara.sanchez@ventura.org)

**1051 S A Street**  
 Street  
**Oxnard, Ca 93030**  
 City, State, Zip Code

1911 Williams Drive, Suite 200  
 Street  
Oxnard CA, 93036  
 City, State, Zip Code

- 9. **WARRANTY.** VCBH hereby warrants to District that the Services shall be performed in a professional manner consistent with industry standards. Except as provided herein, VCBH makes no other warranty regarding the Services.
- 10. **ADDITIONAL WORK.** If changes in the Services are recommended by VCBH or District, and informal consultations with the other party indicate that a change is warranted, the changes shall be implemented in the following manner:
  - a. A letter outlining the changes shall be forwarded to District by VCBH with an outline of changes in the Description of Services, Exhibit “A”.
  - b. A written amendment to this MOA shall be prepared by District and executed by the parties before any performance of additional or different Services.

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

- 11. **COMPLIANCE WITH LAWS.** The parties agree that their respective officers, agents, employees, and subcontractors shall obey all applicable local, State, and Federal laws and regulations in the performance of this MOA, including, but not limited to, minimum wage

laws and/or prohibitions against discrimination.

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

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** VCBH shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or any and all other protected classes consistent with all applicable local, State, and federal law.
13. **PRIVACY.** VCBH and District acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, student records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. section 1232g, and health and other records under provisions of state law relating to privacy. VCBH and District shall ensure that all activities undertaken under this MOA conform to the requirements of these laws.
14. **INDEMNIFICATION.**
  - a. VCBH agrees to defend, indemnify and hold harmless District, its officers, directors, agents, employees and/or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of the negligent and willful acts or omissions of VCBH or its officers, directors, agents, employees and/or volunteers whether or not such act or omission is authorized by this MOA. The provisions of this section 14(a) do not apply to any damage or losses caused solely by the negligence of District or its officers, directors, agents, employees, volunteers and/or students.
    1. District agrees to defend, indemnify and hold harmless VCBH, its officers, directors, agents, employees and/or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of District or its officers, directors, agents, employees and/or volunteers whether or not such act or omission is authorized by this MOA. District assumes no responsibility whatsoever for any property placed on District premises by VCBH, its agents, employees, or volunteers. The provisions of this section 15(b) do not apply to any damage or losses caused solely by the negligence of VCBH or its officers, directors, agents, employees and/or volunteers.
15. **INSURANCE.** The parties acknowledge and agree that both parties are public entities and self-insured. Each party will maintain coverages commensurate with its activities under this MOA. Either party may, at that party's discretion, purchase commercial insurance to cover its exposure hereunder.

Upon reasonable request of District, VCBH will provide District with a certificate of insurance, or a substantially equivalent document, showing evidence of its workers' compensation insurance coverage and general liability insurance coverage.

Upon reasonable request of VCBH, District will provide VCBH with a certificate of insurance, or a substantially equivalent document, showing evidence of District's workers' compensation insurance coverage and general liability insurance coverage.

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

VCBH and all subcontractors are required to comply with Education Code section 45125.1 fingerprint certification requirements. VCBH must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any Services for District under this MOA.

17. **GOVERNING LAW AND VENUE.** The parties hereby acknowledge and agree that each party is a public entity, which is subject to certain requirements and limitations. This MOA and the obligations of each party 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 MOA 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 MOA, the action shall be brought in in the California Superior Court for the County of Ventura, unless otherwise specifically provided for under California law.

18. **DISPUTE RESOLUTION.** VCBH and District agree that the following process will be used to address disputes arising under this MOA only after collaborative efforts have been attempted beginning at the lowest possible level.

By **July 1, 2023**, and for any extension of this MOA beyond **June 30, 2024**, VCBH and District will name a mutually agreed upon administrator of a Ventura County department or agency to mediate disputes using a process of facilitated communication through non-binding VCBH and District mediation. The parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the party initiating the dispute to the non-initiating party.
- If the issue is not resolved within five (5) business days, the party initiating the dispute shall request that the mediator be contacted to schedule a meeting between the parties.
- No later than sixty (60) calendar days from the date the mediator is contacted, a resolution plan between the two parties will be developed.

- The responsible VCBH and District personnel shall assure the agreements included in the resolution plan are implemented.
  - The costs for this process shall be shared equally between VCBH and District.
19. **NATURE OF AGREEMENT; AMENDMENT.** This MOA 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 hereof. There are no collateral understandings or representations or agreements other than those contained herein. This MOA 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 MOA may only be amended or modified by a written instrument signed by authorized representatives of each of the parties hereto.
  20. **BINDING EFFECT.** This MOA shall inure to the benefit and shall be binding upon all of the parties to this MOA, and their respective successors in interest or assigns, subject to section 6.
  21. **WAIVER.** No claim or right arising out of a breach of this MOA can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
  22. **THIRD PARTY RIGHTS.** Nothing in this MOA shall be construed to give any rights or benefits to anyone other than District and VCBH.
  23. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU, as determined by a court of competent jurisdiction, shall not render the other provisions unenforceable, invalid, or illegal.
  24. **RECITALS; PARAGRAPH HEADINGS.** The recitals set forth above are incorporated herein by this reference. The headings of the 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 MOA or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
  25. **AUTHORITY.** VCBH represents and warrants that VCBH has all requisite power and authority to conduct its business and to execute, deliver and perform this MOA. Each party warrants that the individuals who have signed this MOA have the legal power, right and authority to make this MOA and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this MOA as of the date last written below.

**OXNARD SCHOOL DISTRICT**

**COUNTY OF VENTURA**

VCBH

District

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Lisa A Franz**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**Director of Purchasing**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT “A”**  
**DESCRIPTION OF SERVICES**  
**OXNARD SCHOOL DISTRICT AND VCBH MOA**

**District will:**

1. Provide a primary contact for each school site to establish direct communication with VCBH Logrando Bienestar staff.
2. Work with VCBH Logrando Bienestar staff to plan and deliver in-person and/or virtual workshops to targeted school sites to inform the community about behavioral health services available in Ventura County.
3. Work in collaboration with VCBH staff in community outreach and awareness activities.
4. Work in collaboration with VCBH to serve children and families by incorporating the resources of each agency.
5. Provide information to VCBH Logrando Bienestar staff regarding the treatment of students consistent with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
6. Provide access to facilities and school campus WiFi for workshops when scheduled (including, but not limited to, staff unlocking and locking meeting room, opening, and closing restrooms and addressing any issues with facility during workshops).

**VCBH will:**

1. Provide a main contact phone number for Logrando Bienestar Program for each school site to establish direct communication.
2. Provide in-person and/or virtual wellness workshops as mutually agreed upon with District.
3. Work in collaboration with District staff in community outreach and awareness activities.
4. Work in collaboration with VCBH to serve children and families by incorporating the resources of each agency.
5. Provide information to District staff regarding referrals received (consistent with FERPA and HIPAA).



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Emergent Multilingual Learner Plan (Fox/Ruvalcaba)**

---

The Board of Trustees will receive a presentation on the recommended updated Oxnard School District's Emergent Multilingual Learner (EML) Master Plan, formerly referred to as the English Learner Master Plan. The plan was developed in collaboration with Francisca Sanchez of Provocative Practice, DELAC parent representatives, and district staff. The redesign process, aimed to align the EML Master Plan with OSD's Strategic Plan, Oxnard EMPOWERS, and the California English Learner Roadmap. This comprehensive plan promises to transform our district community by engaging all Emergent Multilingual Learners in high-level learning that prepares them for 21st-century college and career opportunities.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

The Assistant Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement recommend that the Board approve the updated Oxnard School District Emergent Multilingual Learner Master Plan, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Emergent Multilingual Learner-Master Plan-Presentation \(15 pgs\).pdf](#)  
[Emergent Multilingual Learner Master Plan \(404 pgs\).pdf](#)



# MÁS

Multilingüismo, Alianzas, Soluciones

EMPOWERS

## A VISIONARY EMERGENT MULTILINGUAL LEARNER MASTER PLAN

Presentation to the  
Board of Trustees

March 20, 2024

# TODAY'S PRESENTATION



## 1 SEEK . . .

- Approval for Oxnard MÁS, the new OSD master plan for Emergent Multilingual Learners.

## 2 SHARE . . .

- Present highlights of Oxnard MÁS:
- Our Name
  - Parent/Community Engagement
  - Three Foundational Ideas
  - Re-Visioning EML Education
  - Master Plan Components

## 3 DELAC SUPPORT . . .

- Comments from the DELAC President

## 4 RESPOND . . .

- To Board of Trustees questions/comments

# OXNARD MÁS

EMPOWERS

**M**ultilingüismo  
ultilingualism



**A**lianzas  
alliances



**S**oluciones  
olutions



# 3 FOUNDATIONAL IDEAS



1 Use asset-oriented practices and language. It matters.

2 Multilingualism is better for everyone.

3 Alignment is critical to maximize impact.

# The LANGUAGE We Use MATTERS



Emergent Multilingual  
Learners (EML)

Defined by their potential

From **DEFICIT**

English Learners

Defined by  
what they don't have



To **ASSET**



# MULTILINGUALISM



EMPOWERS



# WHY SUPPORT MULTILINGUALISM? 3 KEY REASONS



EMPOWERERS



## EDUCATIONAL

Learning multiple languages changes our brains, how they're wired, and how they function, making us smarter, more creative, and more cognitively flexible.



## GLOBAL/ECONOMIC

Our young people live in a global world with global societies, economies, and challenges. Navigating this world successfully requires multilingual communication capacities.



## MORAL/ETHICAL

Everyone has a human right to fully develop their languages. When we assist in the full development of children's languages and cultures, we help them become fully functioning individuals, families, and members of a larger society.

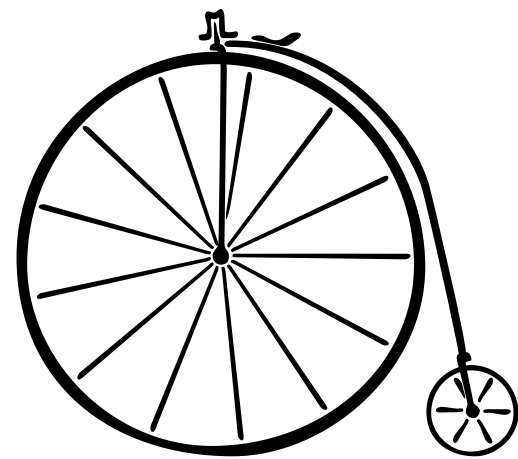
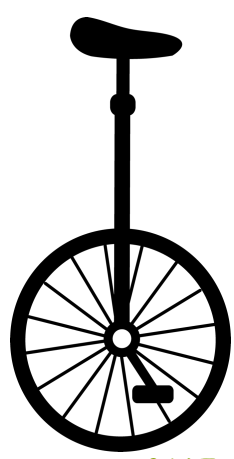


# LANGUAGE IS LIKE A BICYCLE



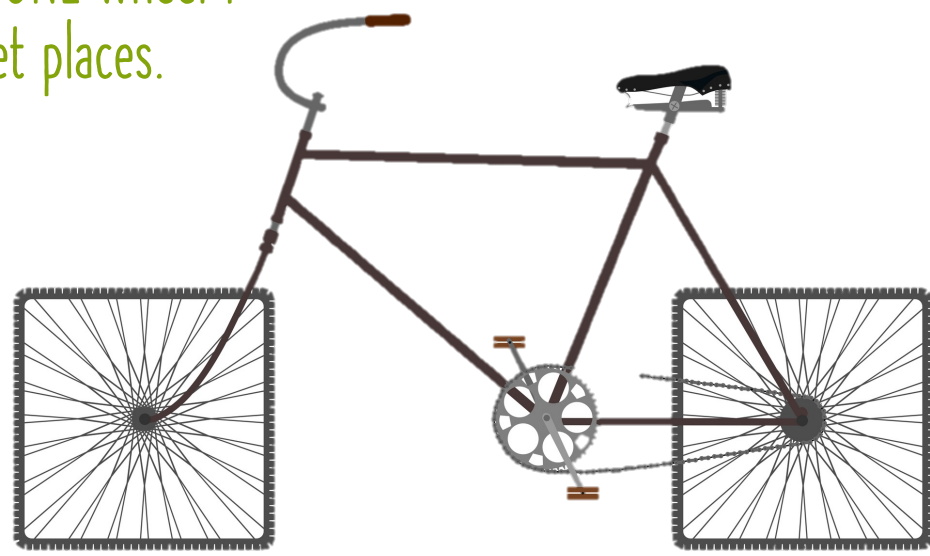
EMPOWERS

With TWO wheels, I can go farther.



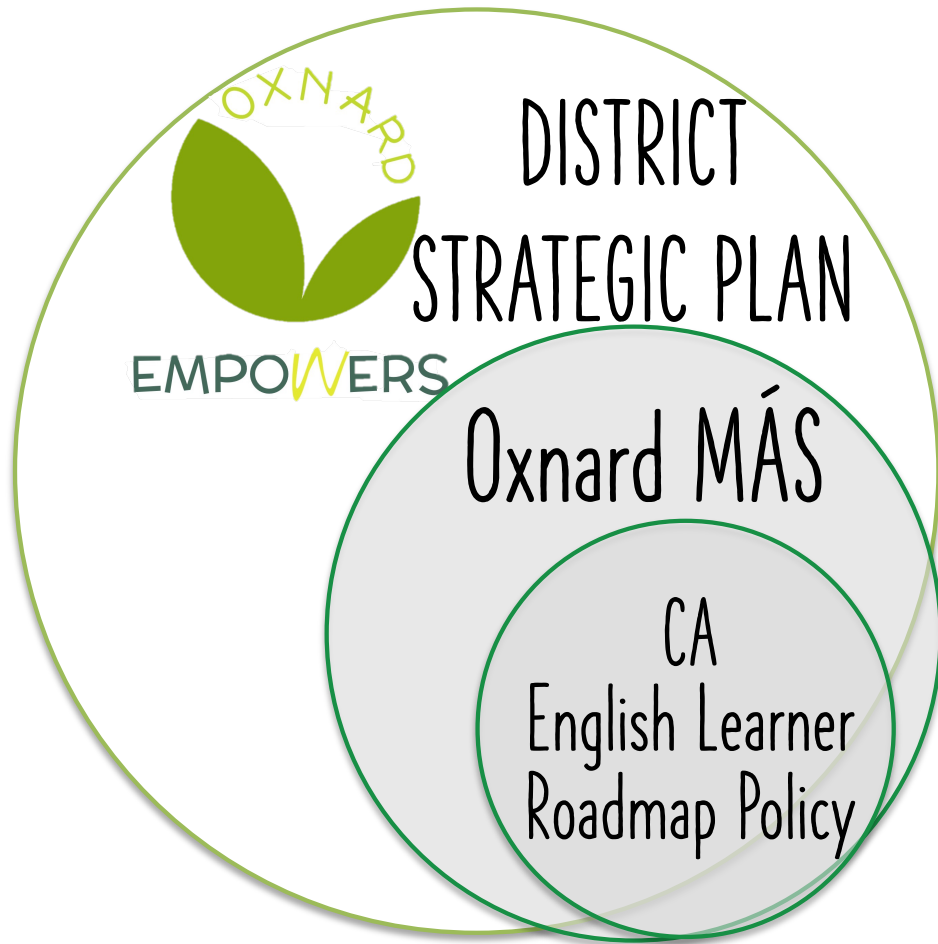
With only ONE wheel I can still get places.

But to go really far and fast, I need two balanced and fully inflated wheels.

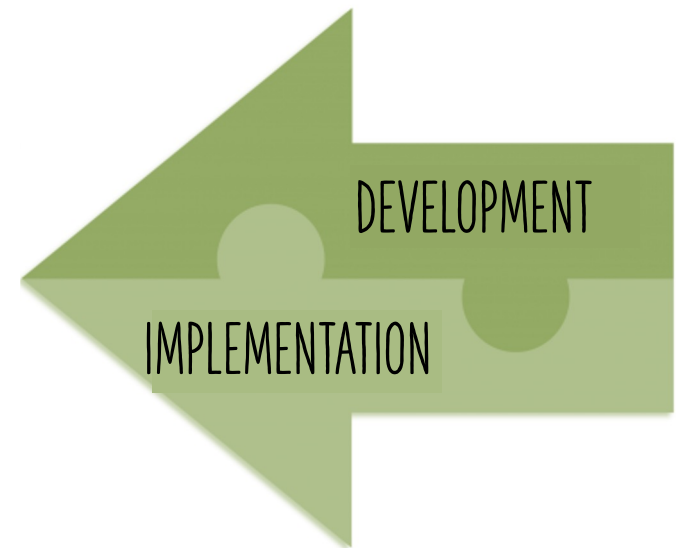


That is, as long as those building the bicycle know what they're doing!

# ALIGNMENT



STRATEGIC ALIGNMENT



# RE-VISION



To see again, to see anew, to see/understand in a different manner.

# ENVISION

Develop a plan, goal, or vision for the future.

Guide an interested/concerned group  
in the development of a common/shared vision of the future.

The act or fact of perceiving visions.

# WHY RE-VISION?



1

LEGAL  
COMPLIANCE

2

INTEGRATION  
& ALIGNMENT

3

NORMALIZING  
MULTILINGUALISM

# PLAN COMPONENTS

1

## INTRODUCTION

Acknowledgments • Contents • Welcome Messages • Preface • Executive Summary

2

## BACKGROUND

Purpose of the Master Plan • Building on Our Assets & Aspirations • A Brief History of Local and National Language Policies & Practices • Envisioning the Future • Our Redesign Process • Our Name

3

## OUR FOUNDATION

Our Essentials (Vision; Mission, Learner Profile; Values & Supporting Principles; Theory of Action; Findings and Strategic Goals; Instructional Priorities) • Through Lines • Expanded Mindset Dimensions • Framework for Empowerment

4

## RECOMMENDATIONS FOR ACTION

At-A-Glance • Strategic Goals • Recommended Actions

5

## EML SERVICES

Overview • Identification, Assessment, Placement, & Reclassification of Students • Multilingual Pathways & Support Programs • Core Instructional Program • Flexibility of Programming • Understanding by Design • MTSS • Access to Specialized Services • Seal of Biliteracy

6

## STAFFING & PROFESSIONAL LEARNING

Introduction • Staffing & Certification • Professional Development

7

## FAMILY ENGAGEMENT

Equity, Family, & Community Engagement • Language Access • Advisory Committees

8

## EVALUATION & ACCOUNTABILITY

Emerging Multilingual Learner Coordinating Council • Monitoring & Assessing Pathway/Program Implementation • Expected EML Benchmarks • Use of Program/Assessment Data • The Annual Report • Student Assessments • Federal Program Monitoring

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Funding & Resources

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## OUR WAY FORWARD

Organizing for Success • Identifying Annual Priorities • Setting Implementation & Impact Metrics • Aligning Plans & Initiatives

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# COMMUNITY ENGAGEMENT



EMPOWERERS



*Consultation*



ORIENTATION



*Professional Learning*

# ROGELIA RUVALCABA

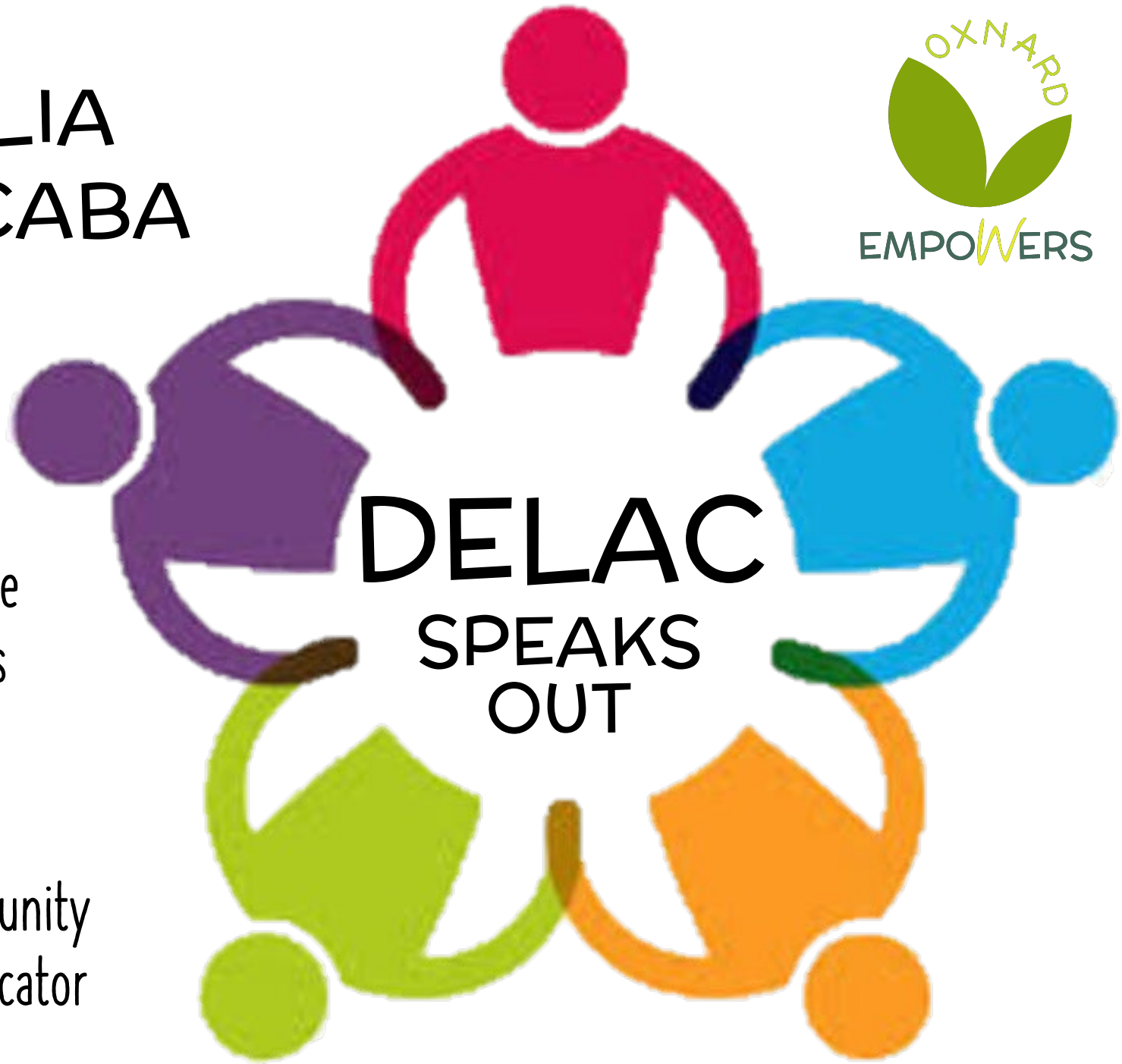


DELAC: Voice for the  
Community

Our Experience in the  
Re-Visioning Process

Our Support

Our Role as a Community  
Catalyst & Communicator





# The powerful gift of BILINGUALISM

♥@ValentinaESL★



Links families



Promotes creativity



Increases focus



Activates multitasking



Enables worldly views



Stimulates the brain



Promotes brain health



Opens the mind



Enhances communication skills



# Thank You!





EMPOWERS

OXNARD SCHOOL DISTRICT

EMERGENT MULTILINGUAL LEARNER  
MASTER PLAN

March 2024



## Oxnard MÁS

Multilingüismo, Alianzas, Soluciones

### BOARD OF TRUSTEES

Verónica Robles-Solís, President

Mónica Madrigal López, Clerk

Rose Gonzales, Member

Brian Melanephy, Member

MaryAnn Rodríguez, Member

### OXNARD SCHOOL DISTRICT

1051 S. A Street • Oxnard, CA 93030



805.385.1501



<https://www.oxnardsd.org>



<https://www.facebook.com/OxnardSchoolDistrict>



<https://twitter.com/OxnardSD>

### EXECUTIVE CABINET

Dr. Ana DeGenna, Superintendent

Dr. Aracely Fox, Assistant Superintendent, Educational Services

Valerie Mitchell, MPPA, Assistant Superintendent, Business & Fiscal Services

Dr. Natalia Torres, Assistant Superintendent, Human Resources

### PREPARED BY

Francisca Sánchez, Provocative Practice, Principal Writer & Designer

Jamie Mosley, Editing/Proofing Assistance

## ACKNOWLEDGMENTS

### INITIAL PLAN DEVELOPMENT

The Oxnard School District Emergent Multilingual Learner<sup>1</sup> Master Plan was initially developed through the dedicated effort and collaboration of district teachers, administrators, support staff, and parents. We greatly appreciate the guidance, support, and time they gave to provide input.

We are indebted to the 2016 Oxnard School District’s Board of Trustees: Veronica Robles-Solis, Debra Cordes, Denis O’Leary, Albert Duff Sr., and Ernie Morrison. It is due to their vision, support, and commitment to the children of Oxnard that this document came to be.

We thank all who dedicated their time and insight to the development of our Master Plan by participating on the Oxnard English Learner Master Plan Advisory Committee, from September 2014 to June 2016.

Whitney Amber  
Debra Cordes  
Mary Elisondo  
Robin Freeman  
Elva Gonzáles Nares  
Alfredo Gutiérrez  
César Morales  
Leticia Ramos

Jairo Arellano  
Mary Curtis  
Ana García  
Cynthia García Doane  
Guadalupe Reyes  
Cristina Huizar  
Verónica Oros  
Chris Ridge

Mirna Castro  
Karen Hill-Scott  
Aracely Fox  
Liliana Girón  
Teresa Guerra  
Robin Lefkovits  
Andrea Pulido  
María Saucedo

<sup>1</sup> In an effort to support a more asset-oriented terminology, OSD is now using the term EMERGENT MULTILINGUAL LEARNER instead of ENGLISH LEARNER.



Amelia Sugden  
Patricia Zamora

Anna Thomas  
Bertha Zaragoza

Jabbar Wofford  
Ivette Zendejas

Valuable input was also provided by parents participating on the District Emergent Multilingual Learner Master Plan Advisory Committee.

Finally, we are thankful to the parents and staff who provided feedback by submitting their input via surveys. Due to the effort and commitment of these stakeholders, and likely others not mentioned here, the Oxnard School District Emergent Multilingual Learner Master has been our guiding document since 2016 for improving the delivery and implementation of programs for Emergent Multilingual Learners.

## PLAN REVISION & RETHINKING

In 2023, OSD undertook a revisioning, rethinking, and redesign process to ensure that its Emergent Multilingual Learner Master Plan fully reflected and was aligned to the district's new strategic plan, Oxnard EMPOWERS. We are particularly grateful to the District English Learner Advisory Committee for their support.

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## SUPERINTENDENT'S MESSAGE

Dear Colleagues, Partners, & Friends:

On behalf of the Oxnard School District, we are thrilled to present our new Emergent Multilingual Learner Master Plan, "Oxnard MÁS: Multilingüismo, Alianzas, Soluciones" This groundbreaking effort is a testament to our commitment to the strategic plan Oxnard EMPOWERS, reflecting our dedication to shaping a vibrant and inclusive community that empowers every learner. As we embark on this transformative journey, we aim to not only elevate the educational experience for our Emergent Multilingual Learners but also contribute to building a strong Oxnard community.

At the heart of our redesign process lies a deliberate alignment with the Oxnard School District Strategic Plan, Oxnard EMPOWERS, and the California English Learner Roadmap. This strategic connection ensures that our efforts are intricately woven into the fabric of our district's overarching vision, emphasizing the empowerment of our learners and the cultivation of excellence. In crafting this plan, we have actively engaged parents and staff, fostering relationships that extend across our diverse community. We believe that this collaborative approach will not only strengthen connections but also instill a sense of ownership among all stakeholders. Your invaluable contributions are propelling our district to the forefront of transformative education, making a lasting impact on our students, families, schools, and communities.

As we navigate this journey together, we recognize the importance of supporting our students at every step. Our commitment extends beyond the confines of formal meetings, with the belief that the work we do today will have a profound and enduring effect on the lives of our learners. This plan provides an opportunity for leaders, teachers, students, parents, and community partners to unite in the innovative design of 21st-century pathways for the success of our Emergent Multilingual Learners.

Rest assured, your dedication and efforts will echo into the future, shaping an educational landscape that goes beyond our immediate vision. We are optimistic that the Emergent Multilingual Learner Master Plan, "Oxnard MÁS: Multilingüismo, Alianzas, Soluciones" will yield positive outcomes, reaching far beyond our present expectations. Thank you for your unwavering support and commitment to building a resilient and empowered Oxnard community.

Warmest Regards,



Ana DeGenna, Ed.D.  
Superintendent

## DELAC CHAIR'S MESSAGE

On behalf of the Oxnard School District, we are delighted to inform you that the former English Learner Master Plan has been revised with input from District DELAC parent representatives. This plan will now be known as the Emergent Multilingual Learner Master Plan, Oxnard MÁS: Multilingüismo, Alianzas, Soluciones. This is a district's significant ground-breaking effort that promises to transform our students in our district.

The Emergent Multilingual Learner Plan, Oxnard MÁS, aligns with the recently adopted Oxnard School District's Strategic Plan, Oxnard Empowers, and the OSD's Student Profile. The District's Strategic Plan was designed in collaboration with parents, students, community members, school administrators, teachers, and support staff. As parents of Emergent Multilingual Learners, we must ensure that the district provides the needed support to carry out this plan and guarantee academic, linguistic, and social-emotional development and success for our children.

DELAC parent representatives from various schools within the Oxnard School District had the opportunity to give input in creating the Emergent Multilingual Learner Master Plan, Oxnard MÁS. The name of the new Emergent Multilingual Learner Master Plan, Oxnard MÁS, was chosen by the DELAC parent representatives. We thank the Oxnard School District for inviting us to contribute to the creation of this transformative plan.

As parents of Emergent Multilingual Learners, we feel proud and confident that this plan will lead to our students' success and a promising future.

Respectfully,



Rogelia Ruvalcaba  
DELAC President

## PREFACE

This document presents Oxnard School District's strategic and visionary plan for ensuring Emergent Multilingual and other language learner success as it moves forward in improving, strengthening, and reconceptualizing the type of education that Emergent Multilinguals and other language learners need to be successful in school, in their communities, and in the world. It builds directly on the district's new strategic plan, Oxnard EMPOWERS, and provides an aligned roadmap for dramatically improving the results Oxnard School District achieves overall and for launching the district on a journey to becoming a model of multilingual excellence and sustainable transformative school reform.

What became clear to our stakeholders as this design work progressed, however, is that the vision of powerful success for Emergent Multilinguals that emerged from this process was something valuable and desirable for ALL students. That sentiment and insight is perfectly aligned with what the research tells us about creating powerful learning environments capable of producing powerful results.

With this in mind, the stakeholder design team wanted to communicate to the entire community that while this plan may be targeted specifically to Emergent Multilinguals, its reach includes all language learners, which in effect means ALL students in order to ensure that as a connected community we support what we know to be best for all children and for our community.

It was my great pleasure to be able to work with such committed educators, parents, students, and community members who time and time again demonstrated their dedication to the long term success of their students and families.

Francisca S. Sánchez

CEO, Provocative Practice • Lead Facilitator & Consultant for Oxnard MÁS: Multilingüismo, Alianzas, Soluciones

## EXECUTIVE SUMMARY

### INTRODUCTION

Against a backdrop of diversity, academic strength, a dedicated staff, and an activist and advocacy-oriented parent community, Oxnard School District has committed to expanding its equity and social justice efforts. This shared commitment drives Oxnard's relentless and continuous improvement efforts, and in June 2023 discussions began with Francisca Sánchez and Provocative Practice about moving forward with a revisioning, rethinking, and redesign of its English Learner Master Plan to bring it into alignment with the district's new strategic plan, Oxnard EMPOWERS.

The initial work was carried out by the Equity, Family, & Community Engagement Manager who conferred with the president of the District English Learner Advisory Committee (DELAC) to alert her of the intent to redesign the Master Plan with the assistance of the external facilitator who had led the district's strategic planning process. The facilitator then undertook the development of a rough first draft that integrated where possible language from the strategic plan, reorganized the sections from the existing master plan, and incorporated language and sections from other master plans that had gone through a similar redesign process. The next step was for the OSD staff to review the rough draft and identify needed changes and other revisions, resulting in a second, more refined draft. The DELAC was convened in late August 2023 for a half-day session where the second draft was shared. At that time, the DELAC was oriented to the redesigned master plan, their feedback was solicited, and they were engaged in choosing an inspirational name for the plan. The new feedback was incorporated into the draft plan and final version of the master plan was prepared for submittal to the Board of Trustees for approval in March 2024.

### FINDINGS

During our initial analysis of current state conducted as part of the district strategic planning process<sup>2</sup>, there were five major areas of key findings that emerged as particularly salient with regard to sharpening the district's improvement efforts and that have a direct connection to the education of the district's Emergent Multilingual Learners (EMLs). These findings

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<sup>2</sup> This analysis included a review of data documents and district plans and reports, interviews with leadership, staff, and community members, student focus groups, parent/community forums, and a review of pertinent research related to student success, school/district transformation, and organizational change.

served to identify the big buckets of work that needed to be addressed for Oxnard to get from its current state to the realization of its new EMPOWERS vision. These then became the Oxnard EMPOWERS strategic goals, and stakeholders designed specific recommendations for action for each goal. We have adapted these goals and recommendations for action to highlight the EML application and connection.

## ESSENTIALS

As part of the design of Oxnard EMPOWERS, a set of essential understandings was also adopted. These "essentials" spell out who we are as a district and what we stand for. These ESSENTIALS paint a picture of the future we envision for our students. As such, they are critical to how we envision success for the district's Emergent Multilingual Learners. They include:

- Vision, Mission, & Learner Profile
- Values & Supporting Principles
- Theory of Action
- Strategic Goals
- Instructional Priorities

## VISION

The vision statement communicates what we want for all our students, including our EML population:

**Changing the World!**

**Inspired, Accomplished, Multilingual Global Citizens - In School and Beyond**

In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

## MISSION

The mission statement explains the commitment we have to realizing our vision. With regard to EMLs, it says that we will:

**IGNITE • TRANSFORM • NURTURE • EMBRACE**

- **IGNITE** Emergent Multilingual Learners' passions for learning and empower them to achieve brilliance.
- **TRANSFORM** our classroom and school expectations, relationships, and practices to more fully align with our values.



- **NURTURE** caring communities that develop Emergent Multilingual Learners' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- **EMBRACE** high-leverage services and approaches that translate our values into action.

## LEARNER PROFILE: DEFINING STUDENT SUCCESS

How do we define EML success? What do we envision for our students? In Oxnard, we expect EMLs to achieve the following as a result of their tenure in our district. Similarly, we expect staff to organize learning in ways that result in all EMLs achieving competency in these areas:

**INNOVATOR:** EMLs will be creative writers, successful readers, and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.

**PROBLEM SOLVER:** EMLs will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

**ACHIEVER:** EMLs will be able to demonstrate their knowledge on local and state measures in all academic areas.

**GLOBAL THINKER:** EMLs will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.

**COLLABORATOR:** EMLs will be collaborative learners; able to communicate and learn through and with others.

**DIGITAL LEARNER:** EMLs will be technologically, artistically, academically, and linguistically prepared to succeed and to lead.

**FOCUSED ON THE FUTURE:** EMLs will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.

## VALUES & SUPPORTING PRINCIPLES

To support our new vision of EML success and based on our vision, mission, student profile, and expressed commitments, in the context of today's realities and a globalized 21<sup>st</sup> century environment, Oxnard School District affirms five core values and beliefs.

We have also articulated a set of supporting principles<sup>3</sup> for each core value that operationalize each value and define how we design and implement our master plan and its priorities, how we make decisions, and how we deal with negative patterns of thinking and doing that surface as barriers and obstacles to successful implementation of our plan. These principles will serve as guidelines for Oxnard's work with its students, staff, parents, communities, and partners. In short, we can think of our values as our TALK, and our principles as our WALK.

## 1: Equity & Excellence

We believe that we have a professional obligation to work for EQUITY and EXCELLENCE. Our diverse EMLs have the capacity and desire to learn and deserve equitable opportunities to develop and demonstrate their brilliance. Achieving equity requires having a deep understanding of the communities we serve so that we may better personalize our work for EMLs, families, schools, and communities.

### Supporting Principles

- We implement culturally and linguistically sustaining, research-informed options and pathways that provide the most positive impacts on our EMLs and the staff and community that support them. (SOE)
- We provide our staff with the support and learning opportunities they require to engage our diverse EMLs in culturally and linguistically sustaining research-informed instruction, engagement, and interaction. (SOE)
- We take action to know our EMLs, families, and community. We stand up for our EMLs, families, and communities, and we stand strong that excellence is non-negotiable.
- We support responsiveness to our EMLs' diverse identities, strengths, and needs with resources to ensure every EML succeeds at high levels.
- We are solution oriented. (SOE)
- We value all voices and treat others with dignity and respect. (SOE)
- We actively dismantle and/or transform policies, processes, and procedures that create or perpetuate the inequities that have resulted in opportunity and achievement gaps for our EMLs and families. (SOE)

## 2: Safe & Affirming Environments

We believe that physically, social-emotionally, linguistically, and culturally SAFE & AFFIRMING ENVIRONMENTS are essential to our diverse EMLs' full affective, academic/cognitive, linguistic, social-emotional, and creative development.

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<sup>3</sup> "SOE" after a principle means that it appears in Oxnard's Standards for Excellence as well.



### Supporting Principles

- We intentionally design and organize our school and classroom life and environments to be safe, affirming, embracing, and supportive for our developing EMLs.
- We explicitly take responsibility for implementing practices and approaches that support our EMLs, their families, and school staff in fully developing their multiple identities and building their voice and agency.
- In every instance, we strive to uncover and make visible the strengths that EMLs and their families bring into the classroom and the school communities, intentionally fostering their full identity development and building their voice and agency.
- In line with this, we adopt assets-based approaches that are culturally and linguistically sustaining to help all our EMLs develop and perform at high levels. (SOE)

### 3: Achievement/Performance, Multilingualism, & Global/Sociocultural Competence

We believe our EMLs' POTENTIAL is UNLIMITED. They are fully capable of ACHIEVING and PERFORMING at high levels academically and of developing high levels of MULTILINGUALISM and GLOBAL/SOCIOCULTURAL COMPETENCY. These competencies are individual, community, national, and global assets. We recognize that when EMLs can achieve fluency in two or more languages, students, families, and communities benefit in multiple powerful and life-changing ways. Those benefits also accrue to our society and our world, transforming the way that we as human beings relate to each other across all our differences.

### Supporting Principles

- We acknowledge our responsibility to create diverse learning environments that unleash our diverse EMLs' unlimited intellectual potential.
- We maintain a steadfast commitment to providing the highest quality education for all our EMLs, in which we treat our EMLs as scholars fully capable of performing at gifted levels.
- We commit to using specific essential pedagogical principles, high-leverage research-informed practices, and coherent educational programs and pathways that maximize achievement, engagement, and self-actualization, and that promote EMLs' multilingualism and global/sociocultural competency.

### 4: Relationships Built on Integrity, Mutual Trust, Respect, & Caring

We believe that RELATIONSHIPS built on INTEGRITY, MUTUAL TRUST, RESPECT, and CARING form the necessary foundation for sustainable success in our schools and district.



### Supporting Principles

- We lead by example. (SOE)
- We engage in authentic, transparent, clear, effective, and open communication. (SOE)
- We create powerful ambassadors who can tell our story.
- We demonstrate empathy.
- We focus on a growth mindset as a learning organization.
- We recognize and affirm exemplary behavior and actions and assume positive intentions.
- We rely on each other as a unified team to maximize the probability of student success in our schools and community.
- We work diligently to uncover, acknowledge, and make visible the linguistic, cultural, and additional resources that reside within our EMLs, families, and communities. (SOE)
- We incorporate these resources and community capital into our educational approaches.
- We work as authentic partners with families and communities to enhance family/community leadership.

## 5: Professional Accountability & Service

We believe that we must continuously expand our professional competency, exhibit servant leadership, and hold ourselves accountable to our EMLs, families, community, and colleagues for our intentions, our actions, and our results.

### Supporting Principles

- Our decision-making is driven by our values, guided by our principles, and informed by valid and relevant data and research.
- We evaluate our work to ensure the integrity of our decision-making and regularly review data and feedback to improve our adherence to our values and principles.
- Our actions are informed by evidence and the expectation that they will move us closer to achieving our district vision.
- We implement programs, models, and pathways that have been proven to yield optimal results (as defined by our student profile) for the types of EMLs we serve.
- We regularly monitor and assess our progress and results, and when those are not in line with our expectations, we make the necessary adjustments. (SOE)
- We hold ourselves accountable through mutual responsibility and ownership for the results we want. (SOE)
- We are active learners committed to growth and improving our work. (SOE)
- We adjust our strategies and tactics as new, valid data become available, constantly learning from our mistakes and successes. (SOE)



- We use quality improvement processes to effectively monitor, evaluate, improve, or remove initiatives. (SOE)
- We strive to exemplify servant leadership and instill that ethic in our EMLs.
- We work collaboratively to produce exemplary outcomes for our Oxnard community.
- We maintain a positive and professional attitude. (SOE)
- We acknowledge and respond in a timely manner. We follow through and follow up. (SOE)
- We communicate and model expectations and goals clearly. (SOE)

## THEORY OF ACTION

A good theory of action helps us successfully and accurately translate our intentions into actions that yield the results we say we want. It's basically an if/then proposition. If we do A, and if we do B, and if we do C, then we will achieve our vision or goal. The Oxnard MÁS Theory of Action says:

IF WE COMMIT TO A VISION OF EML SUCCESS that has at its center engaged and achieving students prepared for success in high school and beyond: college, career, and citizenship in global world;

AND IF WE ARE RELENTLESS IN CLARIFYING AND SUPPORTING CLASSROOM LEADERSHIP focused on improving the quality of classroom instruction and interactions leading to multilingual/multicultural competency for all EMLs;

AND IF WE BUILD AND SUPPORT SCHOOL LEADERSHIP that provides instructional clarity/coherence for optimal learning for all EMLs and empowering school environments for student multilingual success;

AND IF WE ORGANIZE DISTRICT LEADERSHIP around our core values and instructional priorities to most effectively guide and support schools and staff in ensuring students' multilingual success;

AND IF WE ENGAGE OUR FAMILIES AND COMMUNITY in active support, implementing strong family and community engagement programs that support students' multilingual success and actively seeking and creating additional resources to support and sustain powerful multilingual teaching and learning;

**THEN WE WILL BECOME A DISTRICT OF HIGHLY EFFECTIVE & EQUITABLE SCHOOLS FOR EMLs!**

## FINDINGS

Findings are the information resulting from an analysis of data. In our context, the findings statements paint a concise and focused, although not exhaustive, picture of the most salient aspects of Oxnard's current status vis-à-vis our EMLs. Our current reality is reflected in our findings statement. The future we want is described in our vision statement. Our findings statements



give us insight into the big buckets of work we need to take on in order to get from here to there. These big buckets of work are reflected in our strategic goals, which themselves contain a number of recommendations for action.

It's important to understand how the findings statements, our vision and student profile, the strategic goals, and the recommendations for action and sub-actions are related. When we've realized our strategic goals, then we will have achieved our vision of Oxnard, where we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors. This entire journey is about transforming what we do and how we do it so that the student profile we have on our website is no longer just an aspirational vision but a true descriptor of who our EMLs have become by the time they leave us.

The identification of the relevant findings involved reviewing and analyzing demographic, programmatic, climate, and achievement data, as well as the information gathered previously through interviews and focus groups. This was accomplished as part of the district strategic planning process, resulting in the emergence of five key findings statements that took into account not only our vision, student profile, values, and principles, but also the relevant research base. Each findings statement led to a strategic goal and recommendations for action. Taken as a whole, these findings statements paint a concise and focused, although not exhaustive, picture of the most salient elements of OSD's current status with regard to its EMLs. Here we share a few highlights for each area:

### **Student Academic Engagement & Achievement**

The district has experienced fairly flat growth overall since 2015; however, the "pandemic" drop is significantly less than that of other similar districts. Redesignated students, known as RFEPs, outperformed RFEPs county-wide, although results for both groups fall behind results statewide. Even taking this into account, though, in ELA, RFEPs meet or exceed standards at almost double the rate of students overall in Oxnard. EMLs meet or exceed standards at about half or less than half the rate of students overall. The district's EML results mirror those of the county.

A bright spot to point out is that since 2015, EMLs in Oxnard are making significant increases in their percentages of students meeting or exceeding standards in ELA.

## Learning Environment & School Climate

Oxnard is to be commended for its success in establishing multiple biliteracy pathways across the district, as well as for its efforts to establish and grow career academies at its middle schools. The district has also phased out its subtractive bilingual programs (such as early exit or transitional programs) in order to establish more additive programs for its Emergent Multilingual Learners, although some EMLs remain without access to additive programs and/or support. As the district continues to strengthen and expand both its multilingual programs and its career academies, it will be important for the district to also look at how to incorporate a robust visual and performing arts program within the school day, as opposed to relying on after school programs to fill this need.

## Guidance & Support to Sites & District Departments

It's clear that some schools are bright light "beacons" in the district, with strong and focused principals and teachers. This is part of the overall pattern of stark overall performance differences between schools in both ELA and mathematics. These same patterns of extreme differentiation play out with subgroup populations as well. For example, the range of RFEPs meeting or exceeding standards ranges from 83% at one school, which is powerful evidence of success, to 30% at another school, which is troubling, especially since statewide, RFEPs generally outperform native English-speaking students. These extremes are evident in EML results, with 34% of EMLs at one school meeting or exceeding standards and only 4% at another school. Another area to note is that mathematics needs particular attention at all grade levels, where most of the district's schools and students are dramatically underperforming.

## Family/Community Alliances for Student Success

The district has invested significantly in supportive infrastructure in this area with dedicated staff assigned. There are well-established Latino and EML family/community engagement protocols and processes, and there's an emerging focus on inclusion and growing the leadership of African American, Asian American, Pacific Islander, and Mixteco families/communities. There are also some community sectors that continue to be under-represented and underserved, and there is room to grow in sustaining environments of trust and respect that honor and value contributions of the district's diverse communities.

While engagement has been prioritized, it has not consistently or strategically focused on how families and community partners can consistently promote student success tied to the Student Profile, the district's vision for student success. This could be a powerful vehicle for directly linking family engagement and the various community partners to positively impacting engagement, achievement, and equity across the district.



## Transformational Leadership & Infrastructure

The district is focused on the need for establishing district-wide coherence for all previous findings areas noted above. There are certainly clear "bright lights" across the district, and there are opportunities to build on these successes to create more coherent and widespread district success. Currently, these "bright lights" are independent efforts for the most part.

There is a need for well-articulated coherence across schools in the district and across divisions and departments at the district-level. Most importantly, all stakeholders need to clearly know and understand implications of the Student Profile for organizing classroom and school life for our EMLs and informing community initiatives and efforts. Resources could be maximized if there was a clear plan that all understood about how differential resources support the overall district vision.

That Oxnard School District is a TK-8 district brings with it considerable challenges. The journey to success for Oxnard EMLs continues long after they leave the district, yet the district has little say in how its EMLs and RFEPs are supported once they are promoted at the end of 8<sup>th</sup> grade. There is a pressing need for articulation between the district and the high schools into which Oxnard students matriculate.

## STRATEGIC GOALS

Based on our findings regarding the current status of the district and students, we have identified five big buckets of work we need to take on in order to realize our vision. These are our five strategic goals, which form the framework for powerful and sustainable district transformation.

### Student Academic Engagement & Achievement

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

### Learning Environment & School Climate

Create and maintain safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments of high intellectual performance across all content areas and in all areas needed for 21st century success.

### Guidance & Support to Sites & District Departments

Provide strategic direction, guidance, and support to sites and district departments focused on improving the quality of instruction, interaction, and engagement in every classroom in every school so that all EMLs reach high levels of academic excellence, multilingual achievement, global competency, and healthy identity development, agency, and voice.

### Family/Community Alliances for Student Success

Create and grow family and community alliances focused strategically on their collaborative leadership role in supporting and promoting student success for all EMLs, as defined by the Oxnard Student Profile.

### Transformational Leadership & Infrastructure

Create a coherent and sustainable district-wide infrastructure and culture to support and communicate the district's identity and strategic work on behalf of all EMLs, facilitate strategic plan implementation, monitor progress, and assess effectiveness and sustainability, and position the district as a leader in equitable and excellent education for EMLs.

## INSTRUCTIONAL PRIORITIES

Our instructional priorities<sup>4</sup> are lenses through which we focus our work. To this end, the instructional priorities are posed as two key questions. First, how do we create and sustain 21st century multilingual learning environments of high intellectual performance for our students? This question requires that we explore and come to common agreement regarding what we mean and understand by:

- Learning Environments
- Multilingual Learning
- 21<sup>st</sup> Century Learning
- High Intellectual Performance

Second, in the context of Oxnard's strategic plan, how do we make powerful learning for EMLs (and the teaching that leads to powerful learning) public and visible to our entire Oxnard community? In other words, how do we make EML learning visible? These questions require that we explore and come to common agreement about what we mean by PUBLIC and VISIBLE. One way of thinking about this is to consider what we would need to put in place so that EVERYONE - EMLs, parents, staff:

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<sup>4</sup> See Appendix 8 for fuller descriptions of the instructional priorities.

- Knows what powerful multilingual teaching and learning for EMLs looks like and sees it exhibited regularly in and out of school.
- Knows what to do to produce consistently high-quality student learning results for EMLs.
- Holds each other responsible for high-quality teaching and learning.
- Expects that work is "done" only when it meets publicly agreed-upon standards of quality.
- Works together to create safe and affirming environments of high intellectual performance and multilingual excellence throughout the district, schools, and community for all EMLs.

## RECOMMENDATIONS FOR ACTION

A set of recommendations for action have been identified to move the district to realizing that big vision of success for our EMLs. These recommendations for action address the following areas:

### Recommendations for Action

Strategic Goals	1 STUDENT ACADEMIC ENGAGEMENT & ACHIEVEMENT	2 LEARNING ENVIRONMENT & SCHOOL CULTURE	3 GUIDANCE & SUPPORT TO SITES & DISTRICT DEPARTMENTS	4 FAMILY/COMMUNITY ALLIANCES FOR STUDENT SUCCESS	5 TRANSFORMATIVE LEADERSHIP & INFRASTRUCTURE
Action Recommendations	1.1 High Intellectual Performance	2.1 Multi-Tiered System of Support	3.1 Culture of Empowerment	4.1 Student Profile Alliances	5.1 Strategic Plan Implementation
	1.2 Strengthening Instruction & EML Engagement	2.2 Access, Equity, & Inclusion	3.2 Professional Learning & Support	4.2 Family Engagement & Support	5.2 Districtwide Coherence
	1.3 Student Profile-Driven Lesson Design	2.3 Restorative Practices	3.3 Recognitions	4.3 Parent/Family Resources	5.3 Accountability & Progress Monitoring
	1.4 Multilingualism	2.4 Affirming Learning Environment & Relationships	3.4 Student Assessment	4.4 Community Partnerships & Relationship Building	5.4 Human Capital
	1.5 Technology	2.5 Facilities & Grounds	3.5 Support to Sites	4.5 Higher Education	5.5 Communications
		2.6 Student Voices		4.6 Family/Community Communications	5.6 Finance & Technology Infrastructure



## EXPANDING OUR MINDSET

An important part of the work ahead of us has to do with the attitude or mindset with which we approach that work. What Oxnard MÃS asks all of us to do is adopt and co-sign onto a mindset that expands our thinking and perspectives and begins to build the common ground and common understanding we need to transform our schools. These fundamentally different ways of thinking set the stage for us being able to enact sustainable success for Oxnard. This requires that we commit to rethinking how we do business, how we define EML teaching and learning in Oxnard. In particular, there are five key dimensions of an expanded mindset that are core to Oxnard MÃS:

- **Equity, Inclusion, & Liberation**  
Understanding and embracing Oxnard MÃS requires that we understand the difference between equality and equity, and that we commit to liberation, inclusion, and counter-hegemony.
- **Additive Education**  
Understanding and embracing Oxnard MÃS requires that we replace subtractive approaches and programs with additive ones. Additive programs have four fundamental goals in common and are designed to ensure that the students in those programs develop high levels of proficiency in first language and a second language, perform at high levels academically in two languages and are prepared for college and career, demonstrate positive multicultural skills and behaviors and global competency, and develop high levels of social-emotional health, including agency, identity, self-confidence, and voice.
- **Asset Orientation**  
Understanding and embracing Oxnard MÃS requires that we move from a deficit orientation to an asset orientation that facilitates and supports students' learning by building on their strengths, cultures, and languages and those of their families and communities.
- **Culturally & Linguistically Sustaining Pedagogy (CLSP)**  
Understanding and embracing Oxnard MÃS requires that we commit to the systemwide use of culturally and linguistically sustaining pedagogies that draw upon, infuse, and evoke students' existing schema, experiences, funds of knowledge, and perspectives to optimally facilitate learning.
- **Multilingualism & Multilingual Repertoires**  
Understanding and embracing Oxnard MÃS requires that we see multilingualism and students' multilingual repertoires as a powerful benefit and resource. The benefits of multilingualism include an astounding array of affective, social, economic, familial, artistic, scientific, interpersonal, knowledge creation, cultural, health, and communication benefits. Oxnard MÃS also recognizes the more recent work regarding multilingual repertoires and the importance of activating





those multilingual repertoires. Multilingual repertoire refers to the set of skills and knowledge a person has in one or more languages, as well as their different language varieties.

## A FRAMEWORK FOR EMPOWERMENT

This action-oriented framework opens the doors to seriously contemplating what it will take to transform our current system to one much more capable of getting us the results we say we want. Education that is compelling and inspirational drives our EMLs to high levels of excellence by providing a caring and engaged mentor (teacher) who understands the persistence, effort, and confidence that quality learning requires, regardless of the discipline or subject area. This fundamental vision of transformed and liberatory education is well-aligned to Oxnard MÁS current thinking on how we can engage all EMLs in high intellectual performance, a term used by Yvette Jackson in her book *Pedagogy of Confidence*. Jim Cummins talks about a very similar concept when he refers to academic engagement.

With this as the backdrop, then, the framework specifically showcases the Oxnard MÁS vision of the future we want for our EMLs. This vision leads to the articulation of the Oxnard MÁS instructional priorities. These priorities are in the form of key questions that focus our improvement attention and efforts. To successfully respond to our instructional priorities, we rely on a set of eight essential pedagogical principles that describe the types of school and classroom environments we want to create and sustain for our EMLs. The pedagogical principles reflect a broad array of powerful research-informed high-leverage practices that have been shown to significantly accelerate EML engagement and achievement. To implement these practices, we must translate them into classroom strategies that organize our classroom life. When teachers add specific content to these strategies so that they are appropriate for their EMLs and context, the strategies become grade- and content-specific classroom activities.



## PURPOSE OF THE MASTER PLAN

### THE LANGUAGE WE USE

Oxnard School District has made a commitment to moving from a deficit approach to a strengths or asset approach. Rather than starting with what our students don't know, we want to start by considering their strengths, assets, and potentials. In line with this, we are moving from the use of the term ENGLISH LEARNER, which describes our students in terms of what they don't yet know, to the use of the new term EMERGENT MULTILINGUAL LEARNER, which focuses on our students' potential achievement of becoming proficient in two or more languages. Wherever possible, we will be using this new language, recognizing that because the term ENGLISH LEARNER is a legal reference, we may still sometimes need to use it.

### STATE REQUIREMENT FOR A MASTER PLAN & DISTRICT EXPECTATIONS

In California, every district is required to have in place an English Learner Master Plan that describes a district's vision for Emergent Multilingual Learner achievement and sets out the overarching goals and strategies to achieve that vision. The plan must also be revised periodically and updated.

This plan is based on state and federal laws, district board policies, research, and the input from stakeholders who worked from September 2014 to June 2016 to create the initial plan and to ensure that the very best pedagogy, practice and procedures for Emergent Multilingual Learners will be used in the Oxnard schools. As such, it should be relatively accessible and efficient for schools and the district to demonstrate compliance with laws and policies that have been put into place to safeguard Emergent Multilingual Learner access to programs in response to their needs. It is our expectation that all staff will implement this plan with fidelity, will monitor its outcomes, and will contribute to its revision and improvement over time. In this way, the Oxnard School District will ensure that programs and services for Emergent Multilingual Learners will be of the highest quality.

### CREATING A COMPREHENSIVE AND ALIGNED PLAN

Our overarching goal is to revise and rethink the current EML Master Plan so that it becomes a comprehensive visionary and inspiring document that is fully aligned to Oxnard EMPOWERS, the new district strategic plan. Accordingly, Oxnard MÁS will guide our efforts to prepare Oxnard's Emergent Multilinguals and other language learners to become global

citizens. Our students are not limited by the boundaries of their neighborhoods. They live in a global world that requires high levels of competency in multiple languages, as well as the language of technology, in order to be able to navigate it with ease and to develop deeper understanding of the world's economic, social, and political issues. After all, the world has changed<sup>5</sup>:

- Economies are more interdependent and more connected to international trade.
- American society is more diverse.
- Global challenges are more complex, calling for coordinated global responses. Such timely responses require an understanding of different languages and cultures to facilitate communication.
- Multilingual competence enhances overall academic achievement: Learning additional languages makes us smarter, more cognitively flexible, and more creative.
- Technology has shrunk the vast distances between continents and time zones so that instantaneous communication is now possible, no matter the geographic divides.

## ESTABLISHING MULTILINGUALISM AS THE NORM

To prepare our students for these realities, the education we provide them must help them learn languages of the world, including their own, respect for other cultures and languages, and knowledge of the world geography, history, current events, and cultures that give life and are the context in which these languages are used.

Oxnard is the right place to advance a district-wide cutting edge comprehensive plan for multilingual pathways that innovates, inspires, and re-imagines what is possible. Through this new plan, Oxnard MÁS, Oxnard School District will model for school districts everywhere what it means to prepare students, and especially Emergent Multilingual Learners, for the global world of today.

## MASTER PLAN IMPLEMENTATION

In addition to our district vision, values, and principles, OSD also embraces the principles spelled out in the California English Learner Roadmap Policy:

1. Create assets-oriented and student responsive schools.

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<sup>5</sup> Educating for Global Competence: 6 Reasons, 7 Competencies, 8 Strategies, 9 Innovations, Tom Vander Ark, September 5, 2017, <https://www.gettingsmart.com>

2. Support programs and practices that provide intellectual rigor and meaningful access for Emergent Multilingual Learners.
3. Ensure systemwide conditions to support implementation.
4. Align and articulate practices across the system.

To ensure consistent implementation of our master plan across our sites, OSD has identified six parameters that all schools must utilize with regard to programs/pathways for EMLs:

1. EML pathways, programs and services as identified in the EML master plan will be fully implemented.
2. Parents of both active EMLs and Reclassified Fluent English Proficient Students (RFEPs) will participate meaningfully in their children's education.
3. EMLs will master the English language as efficiently and effectively as possible.
4. EMLs will achieve academic success comparable to English Only (EO) students.
5. EMLs and RFEP students will be at no greater risk for school failure than EO students.
6. Students enrolled in multilingual pathways/programs will master language skills in English and the target language.

It is our expectation that all staff will implement this plan with fidelity, will monitor its outcomes, and will contribute to its revision and improvement over time. In this way, the Oxnard School District will ensure that programs and services for EMLs will be of the highest quality.

## DISTRICT CONTEXT

As the largest enrolling K–8 district of Emergent Multilingual Learners in Ventura County, the Oxnard School District strives to be a leader and model in serving EMLs. The Oxnard School District (OSD) is committed to providing the highest quality educational programs and services that are aligned to our values and principles, and informed by the latest educational research. In declining enrollment, OSD currently serves just under 14,000 in twenty-one schools serving TK–8 and preschool. Oxnard MÁS, our EML Master Plan, outlines the systems that are in place, or that we intend to put in place, in every school serving EMLs to ensure compliance with state and federal law and, more importantly, to guarantee that all EMLs in OSD have access to rigorous multilingual curriculum in order to meet all the Student Profile competencies, including English and home language proficiency, college/career readiness, and core curriculum mastery, as established through California's ELA/ELD and content standards as a foundation for college and career readiness. It is our commitment that all EMLs are provided with excellent first teaching in the biliteracy and core content and are engaged in responsive language strategies ensuring that their linguistic and academic needs are met.

### DISTRICT INFRASTRUCTURE FOR LOCAL ACCOUNTABILITY AND RESPONSIBILITY

Oxnard MÁS includes strategic and structural/operational recommendations for ensuring that EMLs in Oxnard School District receive the instructional and support services they require to meet the Student Profile competencies, including English and home language proficiency, college/career readiness, core curriculum mastery, and healthy identity and social-emotional development. This infrastructure is specifically addressed in Strategic Goal 5: Transformative Leadership and Infrastructure. This infrastructure is further bolstered with the recommendations from California's ELA/ELD Framework (Chapter 11 – Figure 11.7, pp. 992–993), which provides a Sample Districtwide Plan for Monitoring ELD Progress outlining local accountability and responsibility for monitoring and supporting the ELD progress of EMLs. All district personnel share the responsibility for the education of EMLs and for the success of EML pathways, programs, and services as described in Oxnard MÁS and required by state and federal law. As such, designated roles are under the auspices of the Superintendent and Associate Superintendent, Educational Services. The Director of Teaching and Learning provides district-wide leadership and consults with the Superintendent and Associate Superintendent, Educational Services to coordinate services. Districtwide decision-making and support systems address the education of EMLs as a priority and as such all Directors are responsible for supporting EMLs in Oxnard School District.

## BUILDING ON OUR ASSETS & ASPIRATIONS

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

### CREATING SYSTEMS TO SUPPORT THE IMPROVEMENT OF INSTRUCTION/PROGRAM DESIGN

The district is very invested in creating systems to support the improvement of instruction through development of district mathematics and biliteracy/literacy pedagogies. This includes providing additional professional learning/support days to ensure all teachers have the training necessary aligned to standards and district pedagogies; instructional coaching support on lesson design and delivery for teachers through the use of Teachers on Special Assignment/Instructional Specialists; and establishing early release days for teacher planning and collaboration to ensure district-provided training is being put into practice. As part of this effort, the district has developed a K-5 standards-based report card that is aligned to the California Core Standards and the professional development teachers receive. The report cards also come with Teacher Guides and Parent Guides, which include rubrics, expectations, and resources to ensure clear communication for all educational partners.

Also notable is the focus on program design that centers students and their ongoing success, especially in the context of access and equity. This student focus includes support for robust instructional programs, professional learning and support, and parent education. Issues of alignment are being discussed as a way of strengthening results. There is palpable energy and enthusiasm about what is possible. Students are taking up a much more visible role in determining their own futures and voicing their perspectives. What constitutes powerful education is being re-envisioned, and multilingual learning opportunities, the arts, technology, and much more are now being addressed seriously and systemically as essential to a well-rounded education for global competitiveness.



Across the district, goals and expectations are aligned and articulated to all stakeholders. The design of all values-driven and principles-based programs has gone hand-in-hand with attention to what we know from the research about what works for Oxnard's students. Decision-making about and modification of programs and approaches are aligned with the California frameworks and standards, and resources and support for teachers are provided to assist the implementation of the program design and district expectations. Professional learning aligned to program design is provided for teachers, site leaders, and other instructional staff as one vehicle for supporting their role within the program design. In addition to specific and targeted professional growth, there is also districtwide planning time.

## EXPANDING BILITERACY EDUCATION

The biliteracy education programs are a cornerstone of the district's focus on implementing and protecting powerful additive programs that have a strong research base and evidence related to their potential for dramatically improving student achievement and then sustaining that achievement over time, even beyond the time that students are participating in those programs. To this end, the district has adopted a common instructional framework and continued to develop and implement integrated biliteracy units.

The district has made a concerted effort of the years to expand its biliteracy programs with 10 full school programs in place currently, serving 55% of all EMLs in the district through a well-researched additive program. This is to be commended. Compared to most other California school districts, OSD is providing a much larger percentage of its EMLs with a strong additive language/academic program. Additionally, some 1,563 students (English Only, Initially Fluent English Proficient, and Reclassified Fluent English Proficient), who would normally not have access to multilingual learning, are on the path to becoming bilingual/biliterate. For middle school biliteracy program students, the district is exploring ways for students to continue developing their Spanish language.

Students in biliteracy education programs are demonstrating higher academic results in fifth grade and beyond (in English) than students in monolingual English classes, consistent with international research and studies. To support this work, the district has established the Pathway towards Biliteracy Award at 5<sup>th</sup> and 8<sup>th</sup> grade. In addition, all students receive recognition awards for participating in biliteracy education programs. There is ongoing professional development and coaching for teachers and administrators. The district's efforts in this area were highlighted in the California Department of Education's "Improving Education for Multilingual and English Learner Students," and the district received the Californians Together's





2022 Lynne Aoki Multiple Pathways to Bilingual District Recognition Award. Additionally, two OSD schools received CABE's Seal of Excellence Award, one of which also received CSBA's Golden Bell Award.

## HUMAN CAPITAL

Across the district, staff access continues opportunities for professional learning and support, including ongoing professional collaboration. The staff are a positive representation of the Oxnard community at all levels of the organization, and there is a clear and visible commitment to Oxnard's students and families. Already, staff and community have consistently expressed a noticeable shift for the good in relationships and expectations. Staff and community both express their appreciation for the openness and transparency with which the superintendent operates. OSD is well ahead of the curve implementing the full range of California content standards and has aligned its Local Control Accountability Plan to support teachers and staff through regular, timely, appropriate, and rigorous professional learning and support.

Community relationships and partnerships are flowering, and the city infrastructure is working hand-in-hand with the district to support students and families. The idea of Oxnard emerging as a national model of excellence and equity is empowering and provocative. There is a burgeoning passion around making Oxnard schools the best in the world.

## PARENT/FAMILY ENGAGEMENT

In recognition of the close connection between parent/family engagement and student success, the district has also focused on the expansion of parent advisory groups to include an African American Parent Advisory Group, which includes members of the community and higher education partners; the Mixteco Advisory Group, which includes members of the community and organizations that support and provide resources to parents; a newly formed Asian and Pacific Islander Advisory Group; and the District English Learner Advisory Committee (DELAC). The district is also working closely with Padres Juntos, a parent organization that works on educating parents on advocacy in school systems. Additionally, the district opened a parent center staffed by a District Community Liaison and a Parent Support liaison who work closely with parents on connecting them to resources and opportunities to partner with the school community. The parent center provides a great deal of support to families experiencing homelessness and to families with students living in foster homes.

## A BRIEF HISTORY OF LOCAL AND NATIONAL LANGUAGE POLICY & PRACTICES

In beginning this brief section on the history of education in our state, we would like to first recognize that Oxnard School District's schools and buildings are situated on the traditional, ancestral, and unceded territory of the Chumash people. Furthermore, we would like to recognize that through both federal and state legislation, the linguistic and cultural heritage of the Chumash and other Indigenous Peoples were systematically taken from them through subtractive, deficit-based, assimilationist educational policies and practices. The linguistic history of this land goes back far before the state of California was 'founded' in 1850 and before English (or Spanish before it) became the dominant language here.

Like many other states, California had legally supported school segregation, often relegating Black, Mexican, Asian, and Indigenous children to separate schools. García, Yosso, and Barajas<sup>6</sup> document the early twentieth-century origins of a dual schooling system that facilitated the reproduction of a cheap labor force and the marginalization of Mexicans in Oxnard, California. In their analysis of the 1930s Oxnard Elementary School District board minutes, alongside newspapers, maps, scholarly accounts, and oral history interviews, they argue that school segregation privileged Whites and discriminated against Mexicans as a form of mundane racism. The authors build on previous scholarship documenting the pervasiveness of racism in U.S. society to define mundane racism as the systematic subordination of Mexicans that occurred as a commonplace, ordinary way of conducting business within and beyond schools. Their findings complicate narratives that emphasize complete segregation in "Mexican schools," while acknowledging the resistance of parents and the resilience of their children.

In addition to the Indigenous languages spoken here, California (and the United States in general) has been home to Spanish and many other languages brought here by families that speak languages other than English. In 1968, Congress passed the Bilingual Education Act which sought to outlaw discrimination, saying that schools needed to take steps to reduce language barriers that affect full participation in schools. Additionally, it stated that the federal government would provide financial assistance for innovative bilingual programs. Students could, on a voluntary basis, study certain subjects in their first

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<sup>6</sup> "A Few of the Brightest, Cleanest Mexican Children": School Segregation as a Form of Mundane Racism in Oxnard, California, 1900-1940", Harvard Educational Review.

language while also working toward English proficiency. Later, in the 1974 case *Lau v. Nichols*, the Supreme Court found it was discriminatory for the San Francisco school system to fail to provide a meaningful education to students whose first language is a language other than English. The Court unanimously decided that the lack of supplemental language instruction in public school, for 11 students whose first language was a language other than English, violated the Civil Rights Act of 1964. When implemented correctly then, the Bilingual Education Act and the *Lau v. Nichols* decision would provide students with both access to the core curriculum and additional language instruction in English.

Two decades later, in 1998, California passed Proposition 227, shrinking dramatically the scope of bilingual education in the state. In the midst of great anti-immigrant sentiment, Prop 227 passed with more than 60% of the vote. In 2016, with the passage of Proposition 58, which repealed the 1998 vote for English-only education, California set out to change what Prop 227 put in motion 18 years earlier. Proposition 58, known as the California Education for a Global Economy (EdGE), would allow public school systems the flexibility to design their own programs to meet the needs of both Emergent Multilinguals and students already proficient in English who want to learn another language, ensuring that students would not need to lose a language to learn a language. Proposition 58 ended up passing with a 73.5% - 27% margin statewide.

Policies put in place since the passing of Prop 58 require action by California school districts. The California Department of Education's Global California 2030 initiative, for example, calls on California schools to develop opportunities for students to acquire multiple languages that will prepare them for the 21st century economy, broaden their perspective and understanding of the world, and value the diversity of backgrounds and languages that already make California's culture and economy vibrant and dynamic.

Oxnard School District has established a Biliteracy Initiative, with about half of its schools currently implementing dual language immersion programs in Spanish. The district's strategic plan calls for the Initiative to be rolled out to all schools eventually and for other world language immersion programs to be established.

Oxnard also has a large Mixteco population, and there is a large population of Mixteco, Zapotecos, and Purepecha in Ventura County, many of whom are monolingual in their Indigenous language. One-third of farmworkers in California speak indigenous languages from southern Mexico, including Triqui and Mixteco. Many don't speak Spanish or English. In response to its indigenous population, Oxnard School District has hired Mixteco interpreters and established a Mixteco Parent Advisory Committee.

## ENVISIONING THE FUTURE

Imagine all Emergent Multilinguals in the OSD, upon promotion to high school, academically successful, as well as fluent and literate in two or more languages. It's happening now for some students. What Oxnard MÁS strives to accomplish is to expand these opportunities for ALL Emergent Multilingual and other language learners.

Oxnard School District, through its strategic plan, Oxnard EMPOWERS and this aligned EML master plan, is on the cusp of a major, ground breaking effort to establish for a new approach to the education of Emergent Multilingual Learners, one that provides multiple pathways for engaging all Emergent Multilinguals in high level multilingual learning opportunities that prepare them for success in a global, 21st century environment. Oxnard MÁS strives to ensure that Emergent Multilinguals and other language learners are fully included in coherent, connected, and powerful learning by providing guidance to our schools and community about how best to serve their needs and honor the protections guaranteed them by state and federal regulations and case law. It addresses the educational success of Emergent Multilinguals in a comprehensive manner that builds on their languages, cultures, experiences, skills, and resources to graduate them prepared for success in college, career, and the global world.

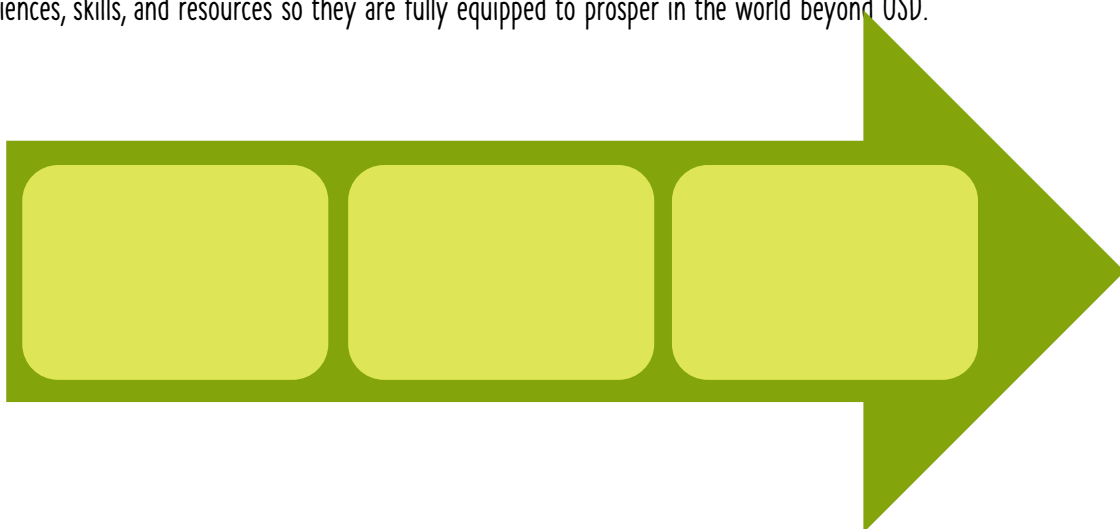
As a fundamental approach to revising, rethinking, and updating this plan, OSD has committed to a process of community engagement, with the anticipation that relationships among and across a most diverse group of stakeholders will be strengthened, and ownership of the issues will result. This monumental and innovative effort to move the district and community to the forefront of powerful and transformative education for every one of its Emergent Multilingual Learners creates a unique opportunity to make an incredible and sustainable impact for Oxnard's students, families, schools, and community.

## OUR REDESIGN PROCESS

### OUR MOTIVATION: CREATE & IMPLEMENT A VISION-FOCUSED, ACTION-ORIENTED MASTER PLAN

As we considered our existing Emergent Multilingual Learner Master Plan, designed in collaboration with numerous stakeholders and finalized in 2016, and as we considered our new context of a transformative district strategic plan, our driving purpose became to revise, re-think, and redesign our existing Master Plan to reflect and fully align with Oxnard EMPOWERS. We strongly wanted to make our Master Plan an inspiring vision-focused and action-oriented plan with a powerful vision of the future we want for our Emergent Multilingual Learners -- a plan that clearly describes how we will engage all Oxnard students in high level multilingual learning opportunities that prepare them for success in a global, 21<sup>st</sup> century environment. We know that this requires that we connect students' identities with academic engagement; activate and expand their multilingual repertoires; build affirming pedagogies of high academic and cognitive challenge and success; and provide students with a world-class educational experience.

We know we can't do this by continuing to do what we've always done. We need to incorporate an innovative and creative approach to the education of our Emergent Multilingual Learners. So as part of this plan, we address the creation of learning spaces and the use of liberatory pedagogies in a comprehensive manner that build on students' languages, cultures, experiences, skills, and resources so they are fully equipped to prosper in the world beyond OSD.



## THE REDESIGN PROCESS

On May 11, 2023, we contacted the DELAC chair to inform her of our intentions to update the existing Master Plan, and simultaneously, internally, we began updating the language of the plan. However, as development of the district strategic plan, Oxnard EMPOWERS, unfolded, we began to think about the implications for our Emergent Multilingual Learner Master Plan. In May 2023, we contacted Francisca Sánchez, who had facilitated the design of Oxnard EMPOWERS, to ask for her assistance in moving beyond just a technical update of the Master Plan to a deeper rethinking and redesign of the plan so it fully aligned to Oxnard EMPOWERS and became a more inspirational and visionary document. In collaboration with Ms. Sánchez, then, we embarked on a redesign process that included:

1. The development of a new table of contents that reflected our intention to organize the plan to align with Oxnard EMPOWERS, including the addition of new components and the placement of the more technical plan components within the Appendices section.
2. Thorough review of the current plan to identify where existing components could be integrated into the new organization.
3. Identification of Oxnard EMPOWERS language and components that should be integrated into the redesigned plan.
4. Identification of possible Master Plan names that would coordinate with Oxnard EMPOWERS and that would provide a more inspirational sense of the Master Plan intentions.
5. Convening of DELAC members and other key stakeholders to orient them to progress on the redesign and to seek their feedback on that process and on the potential plan name.
6. Development of a first draft that reflects stakeholder feedback.
7. Sharing of the first draft with the DELAC chair for additional feedback.
8. Development of a final formatted draft.
9. Presentation of the new Master Plan to the DELAC and other interested stakeholders.
10. Orientation to the new Master Plan for district and site leaders, other staff, and the community.

## OUR NAME

An important task in the redesign process was to identify a name for the Emergent Multilingual Learner Master Plan. Names matter. They're considered to be a necessary first step in creating something significant. In fact, it's true that a name can serve several key purposes. It can provide insight into the nature or intent of the project, even while we're still conceptualizing it. It makes a project real, memorable, and recognizable. A good name can facilitate communication about the project, and support people connecting to the project and developing ownership of the project.

In collaboration with the redesign facilitator, the district leadership identified several potential plan names. That identification process involved reflecting on five key parameters:

- What sort of name resonates with us?
- What would communicate the most powerful message about this plan?
- What name would be most likely to engage the broadest sector of our community?
- What potential name coordinates well with the district strategic plan name - Oxnard EMPOWERS?
- What name would carry with it the potential for a powerful metaphor that could help our community understand and connect to the plan?

This reflection process resulted in the identification of several potential names, which we took to the DELAC for their feedback. From that, our final name emerged.

# MÁS

Multilingüismo, Alianzas, Soluciones





There are many images and words that come to mind when we hear or read the word **MÁS**: more, beyond, over and above, extra, farther, joined, combined, higher, new, expanded, extended, increased, fresh, innumerable, wider, better. These are just some of the positive associations with the word **MÁS**. We can use these positive associations to communicate something vital about our redesigned Master Plan. For example, we could underscore that this re-visioned master plan provides a wider, fresher vision of the future we want for our students; that it offers us opportunities and possibilities beyond what we have imagined in the past; that it will provide innumerable benefits for our students, staff, and community.

After all, metaphors can create vivid images in the stakeholders' minds - making it easier to understand and remember our message. Because metaphors allow us to move to a symbolic level that bypasses old constraints and ways of thinking and support the ability to express alternative concepts, they help create new meaning. The power of metaphors is in the way that they change the subject by bringing new thinking and ideas, extending and changing the way that a person thinks about something. So, as we consider how we will move forward, we are committing to thinking about Oxnard **MÁS** as the metaphor we will use to communicate about our master plan and help others to understand the plan more deeply and personally. In the past, we have often imposed limits upon ourselves when the truth is we are unlimited. Oxnard **MÁS** affirms that we now recognize that we have the freedom to choose how we shape our schools and our community for the benefit of our Emergent Multilingual Learners. We will not remain contained by anyone's limiting beliefs. We will let our own light shine.





# THE OXNARD MÁS ESSENTIALS

## INTRODUCTION & CONTEXT

Oxnard MÁS represents Oxnard School District's new leadership strategy for dramatically improving educational outcomes for Oxnard's Emerging Multilingual Learners. In order to make this understandable to the broader community, a good plan tells a story about the organization --- where it's headed and how it plans to get there. An important part of telling that story is helping our stakeholders and constituents understand who we are as a district. What's our identity? What do we stand for? We call this core set of descriptors our Essential Understandings, or Essentials, for short.

Oxnard EMPOWERS, the district's strategic plan, has established a set of Essentials that form both the foundation and the heart of our work in Oxnard. They establish a common foundation that we need to transform our district in inspirational and sustainable ways. Oxnard MÁS has adopted these Essentials, adapting them to speak directly to our intentions for our work with our Emergent Multilingual Learners to paint a clear picture of the future we envision for them. They include:

- Vision, Mission, and Learner Profile
- Core Values/Beliefs & Supporting Principles
- Theory of Action
- Findings & Responding Strategic Goals
- Instructional Priorities

The VISION and MISSION tell us WHAT we envision as the future for our students, and HOW we plan to make our intentions a reality. Our LEARNER PROFILE defines what we mean by "success".

Although we don't always clearly articulate our VALUES or beliefs, every behavior or decision reflects a value or a set of values. Sometimes, our behaviors and decision-making don't reflect the values we believe we have. Being clear about what our values are and communicating these to ourselves and others helps us stay true to those values in our daily personal and professional lives. In an organization, values are particularly important because they form the foundation for the organization's vision and mission and its strategies, decisions, and actions. When everyone within an organization has shared values/beliefs, these can become an essential tool not only for making judgments and decisions, but also for determining

what the outcomes of that decision making might be and for deciding which of many alternatives or options we should take.

To operationalize our values and beliefs, we have a set of SUPPORTING PRINCIPLES that serve as guidelines for our work with students, staff, communities, and partner organizations. They define how we design and implement our priorities and initiatives, how we make decisions, and how we deal with repetitive patterns of negative thinking and doing that surface as barriers and obstacles. In conjunction with our values and principles, our THEORY OF ACTION sets out our belief about how the alignment of intentions, actions, and results and provide a sort of if/then calculus to guide our work.

So, if we know what we want our future to look like, and we're clear about the values that are the foundation of that vision, and we've also committed to a certain way of operating that's in line with our values, and we're clear about the contours of the terrain we'll be traversing, then what's the big work that we need to take on? In order to answer that question, we need to know where we are now. We need to know our current status vis-à-vis our vision. That's where our FINDINGS come in. These are statements that describe the most salient aspects of our current condition. These findings point the way to the big work we need to take on in order to become the kind of organization described in our vision statement.

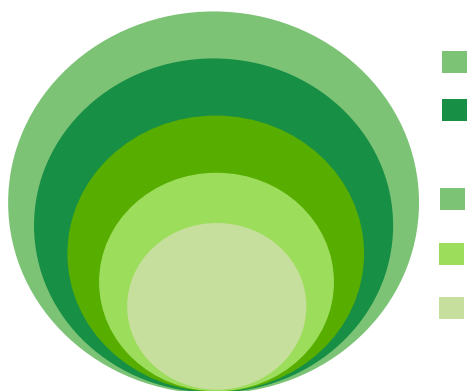
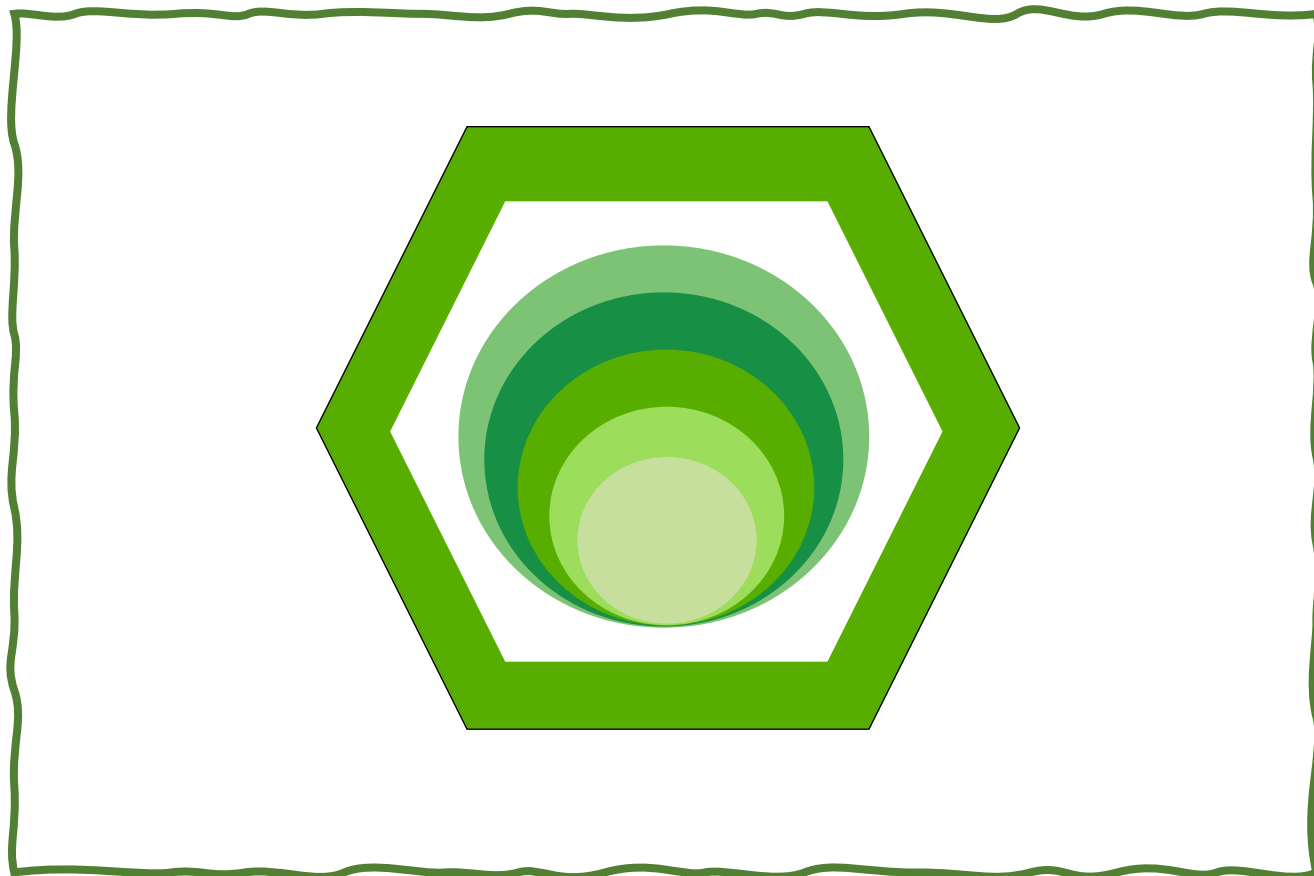
This big work is represented by our STRATEGIC GOALS. They respond to our findings, based on what we know about the requirements of the 21st century, the research and evidence related to the most successful EML programs, and the desires voiced by staff, students, parents, and community members. Our strategic goals form the framework for the powerful and sustainable transformation of Oxnard School District's approach to educating its Emergent Multilingual Learners.



MÁS Multilingüismo, Alianzas, Soluciones

EMPOWERS

## OUR ESSENTIALS IN CONTEXT



## VISION

The vision statement should be compelling, easy to remember, and capture the heart of **WHY** our organization exists, and/or **WHAT** it hopes to accomplish over the long term. Oxnard School District's reconceptualized vision is:

Changing the World!

Inspired, Accomplished, Multilingual Global Citizens - In School and Beyond

In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

## MISSION

The mission statement should give us a big picture answer to the question of **HOW** we plan to achieve our vision. What will we do? In order to realize our vision for Oxnard School District, our commitment is to:

IGNITE • TRANSFORM • NURTURE • EMBRACE

- **IGNITE** Emergent Multilingual Learners' passions for learning and empower them to achieve brilliance.
- **TRANSFORM** our classroom and school expectations, relationships, and practices to more fully align with our values.
- **NURTURE** caring communities that develop Emergent Multilingual Learners' passions full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- **EMBRACE** high-leverage services and approaches that translate our values into action.

## LEARNER PROFILE: DEFINING STUDENT SUCCESS

How do we define student success? What do we envision for our students? Oxnard School District has developed and adopted a learner profile that establishes the key characteristics or traits of a successful student. The Learner Profile is the cornerstone of the district's transformative efforts to dramatically improve outcomes for its students, including its Emergent Multilingual Learners. It incorporates seven key success traits.



## VALUES & SUPPORTING PRINCIPLES

To support our new vision of student success and based on our vision, mission, student profile, and expressed commitments, in the context of today's realities and a globalized 21<sup>st</sup> century environment, we affirm five core values and beliefs. We have also articulated a set of supporting principles<sup>7</sup> for each core value that operationalize each value and define how we design and implement our master plan and its priorities, how we make decisions, and how we deal with negative patterns of thinking and doing that surface as barriers and obstacles to successful implementation of our plan. These principles will serve as guidelines for our work with our Emergent Multilingual Learners, parents, communities, and partners. In short, we can think of our values as our TALK, and our principles as our WALK.

<sup>7</sup> "SOE" after a principle means that it appears in the Standards for Excellence as well.

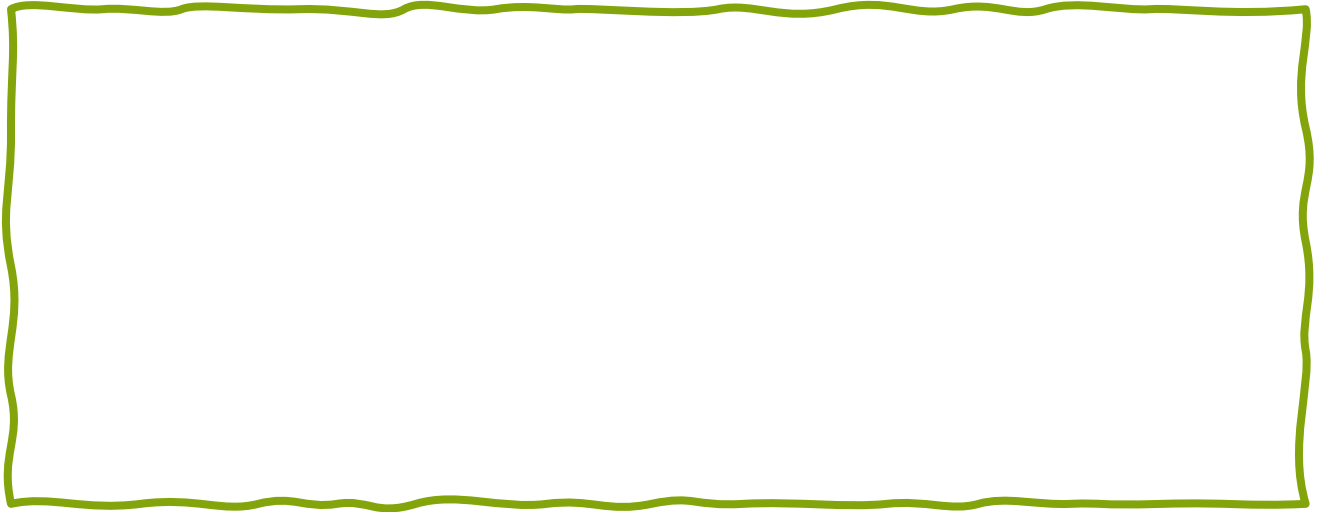
## 1: Equity & Excellence

We believe that we have a professional obligation to work for EQUITY and EXCELLENCE. Our diverse Emergent Multilingual Learners have the capacity and desire to learn and deserve equitable opportunities to develop and demonstrate their brilliance. Achieving equity requires having a deep understanding of the communities we serve, so that we may better personalize our work for EMLs, families, schools, and communities.



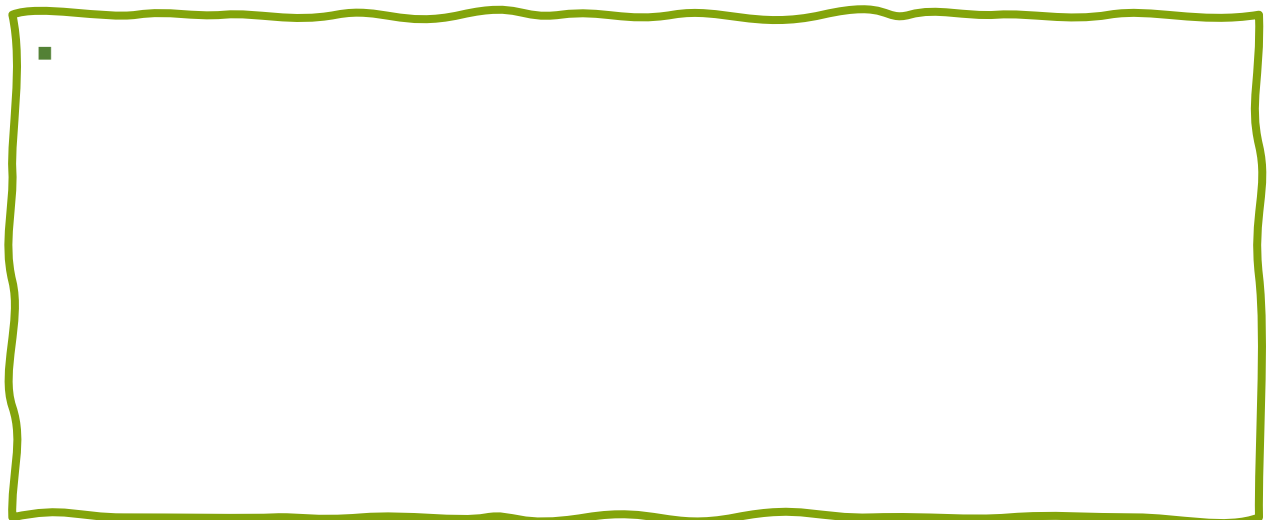
## 2: Safe & Affirming Environments

We believe that physically, social-emotionally, linguistically, and culturally SAFE & AFFIRMING ENVIRONMENTS are essential to our diverse EMLs' full affective, academic/cognitive, linguistic, social-emotional, and creative development.



### 3: Achievement/Performance, Multilingualism, & Global/Sociocultural Competence

We believe our EMLs' POTENTIAL is UNLIMITED. They are fully capable of ACHIEVING and PERFORMING at high levels academically and of developing high levels of MULTILINGUALISM and GLOBAL/SOCIOCULTURAL COMPETENCY. These competencies are individual, community, national, and global assets. We recognize that when students can achieve fluency in two or more languages, students, families, and communities benefit in multiple powerful and life-changing ways. Those benefits also accrue to our society and our world, transforming the way that we as human beings relate to each other across all our differences.





EMPOWERS

#### 4: Relationships Built on Integrity, Mutual Trust, Respect, & Caring

We believe that RELATIONSHIPS built on INTEGRITY, MUTUAL TRUST, RESPECT, and CARING form the necessary foundation for sustainable success in our schools and district.

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#### 5: Professional Accountability & Service

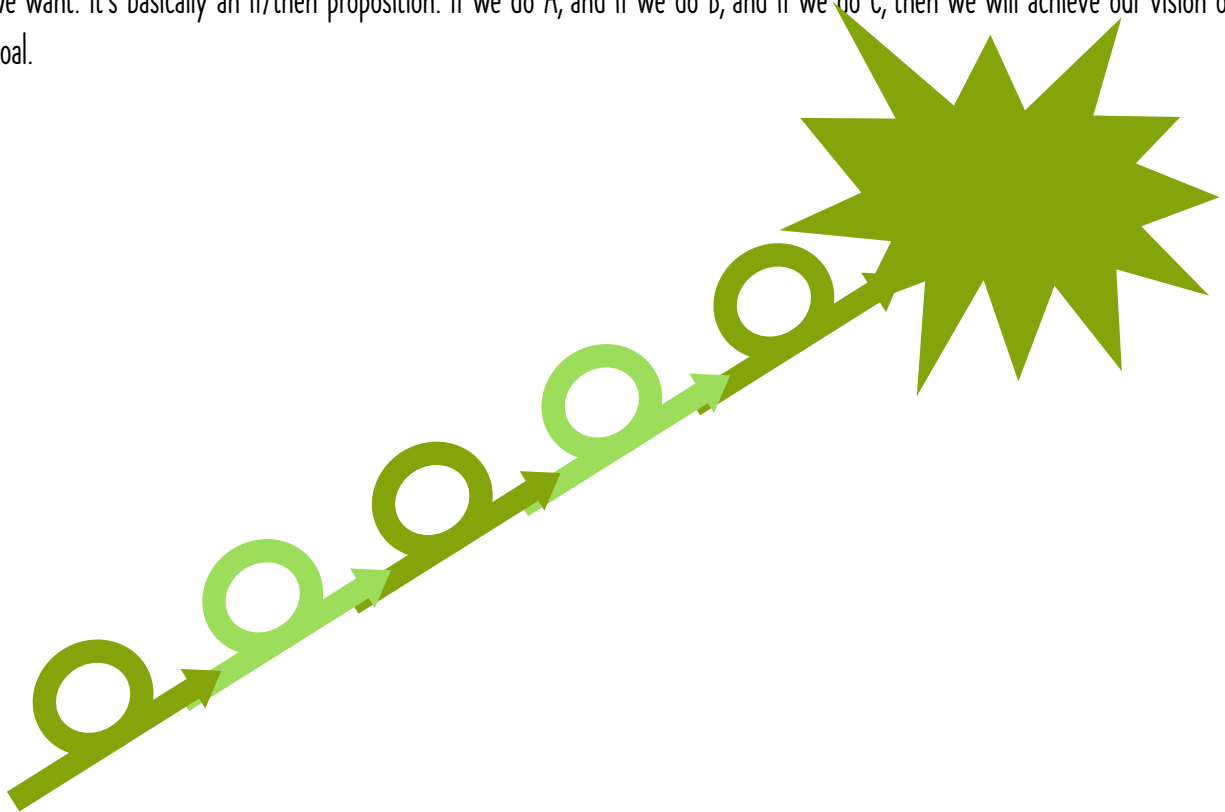
We believe that we must continuously expand our professional competency, exhibit servant leadership, and hold ourselves accountable to our EMLs, families, community, and colleagues for our intentions, our actions, and our results.

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## THEORY OF ACTION

A good theory of action helps us successfully and accurately translate our intentions into actions that yield the results we say we want. It's basically an if/then proposition. If we do A, and if we do B, and if we do C, then we will achieve our vision or goal.



IF WE COMMIT TO A VISION OF EML SUCCESS that has at its center engaged and achieving students prepared for success in high school and beyond: college, career, and citizenship in global world;

AND IF WE ARE RELENTLESS IN CLARIFYING AND SUPPORTING CLASSROOM LEADERSHIP focused on improving the quality of classroom instruction and interactions leading to multilingual/multicultural competency for all EMLs;

AND IF WE BUILD AND SUPPORT SCHOOL LEADERSHIP that provides instructional clarity/coherence for optimal learning for all EMLs and empowering school environments for student multilingual success;

AND IF WE ORGANIZE DISTRICT LEADERSHIP around our core values and instructional priorities to most effectively guide and support schools and staff in ensuring students' multilingual success;



AND IF WE ENGAGE OUR FAMILIES AND COMMUNITY in active support, implementing strong family and community engagement programs that support students' multilingual success and actively seeking and creating additional resources to support and sustain powerful multilingual teaching and learning;

**THEN WE WILL BECOME A DISTRICT OF HIGHLY EFFECTIVE & EQUITABLE SCHOOLS FOR EMLS!**

## FINDINGS<sup>8</sup>

Findings are the information resulting from an analysis of data. In our context, the findings statements paint a concise and focused, although not exhaustive, picture of the most salient aspects of Oxnard's current status. Findings statements can include both quantitative and qualitative information. Quantitative findings are usually presented in narrative form and visually in tables, charts, and/or graphs. Qualitative findings are usually presented as summary statements and discussion about patterns observed. The findings statements for Oxnard include a combination of both types.

Our current reality is reflected in our findings statement. The future we want is described in our vision statement. Our findings statements give us insight into the big buckets of work we need to take on in order to get from here to there. These big buckets of work are reflected in our strategic goals, which themselves contain a number of recommendations for action.

It's important to understand how the findings statements, our vision and student profile, the strategic goals, and the recommendations for action and sub-actions are related. When we've realized our strategic goals, then we will have achieved our vision of Oxnard, where we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors. This entire journey is about transforming what we do and how we do it so that the student profile we have on our website is now longer just an aspirational vision but a true descriptor of who our EMLs have become by the time they leave us.

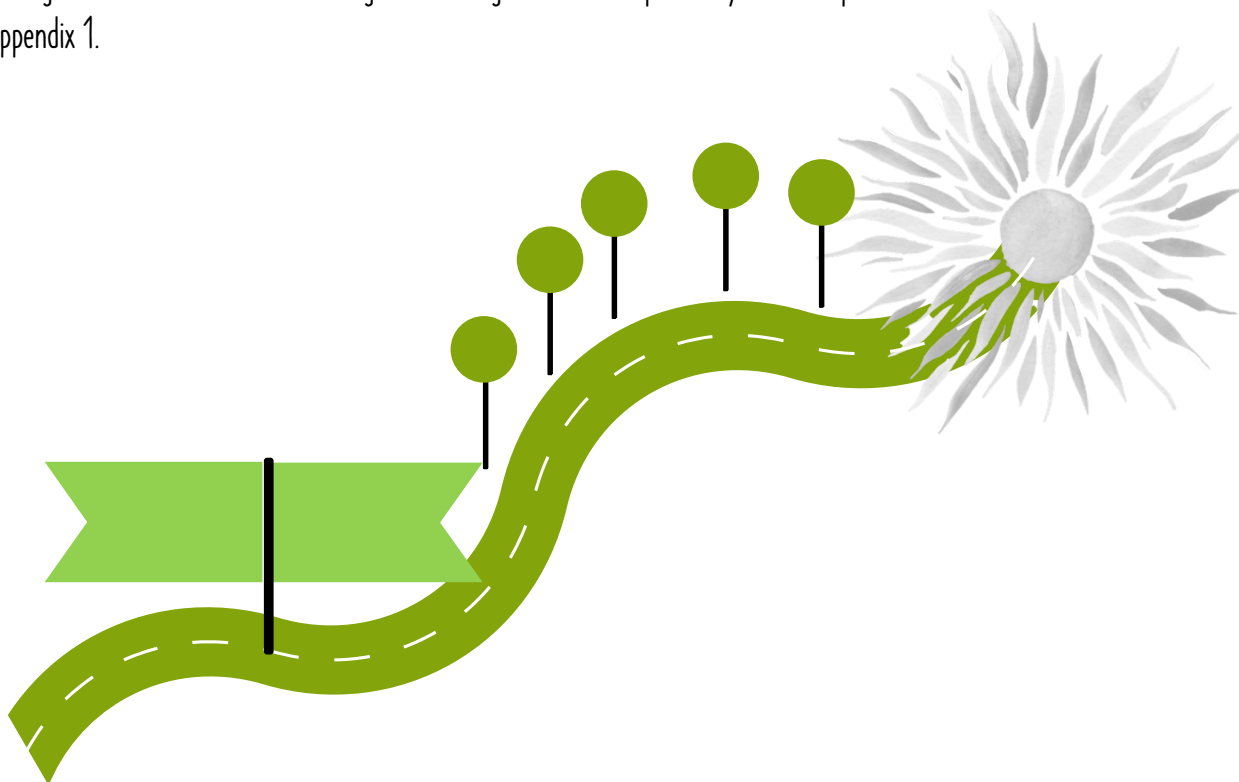
The identification of the relevant findings involves reviewing and analyzing demographic, programmatic, climate, and achievement data, as well as the information gathered previously through interviews and focus groups. Our vision and student profile, values, and principles are utilized as lenses in that review and analysis process, and we also take into account the relevant research base. This leads to the crafting of several findings statements, each of which leads to a strategic goal and

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<sup>8</sup> The findings described here reflect a few highlights. The full data profile is found in Appendix 1.

recommendations for action. These findings statements begin to paint a concise and focused, although not exhaustive, picture of the most salient elements of OSD’s current status.

Findings statements typically include statements of fact. These statements are backed up with quantitative and/or qualitative data or evidence that confirms that what we’re saying is true. Then, we will restate the vision we hold for OSD and make the connection to a specific bucket of work we believe we must take on in order to remedy the situation described by our claims and evidence and move OSD from where it is now, to where we want to be, given our vision and student profile. For Oxnard School District, key findings emerged in five areas, and here we share a few highlights for each area. We have adapted the findings to reflect the status of Emergent Multilingual Students specifically. The complete district data overview is found in Appendix 1.



### Student Academic Engagement & Achievement

Redesignated students, known as RFEPs, outperformed RFEPs countywide, although results for both groups fall behind results statewide. Even taking this into account, though, in ELA, RFEPs meet or exceed standards at almost double the rate of students overall in Oxnard. Emergent Multilingual Learners (EML) meet or exceed standards at about half or less than half the rate of students overall.



The district's EML results mirror those of the county. A bright spot to point out is that since 2015, EMLs in Oxnard were making significant increases in their percentages of students meeting or exceeding standards in ELA.

### **Learning Environment & School Climate**

Oxnard is to be commended for its success in establishing multiple Dual Language Education pathways across the district, as well as for its efforts to establish and grow career academies at its middle schools. The district has also phased out its subtractive bilingual programs (such as early exit or transitional programs) in order to establish more additive programs for its Emergent Multilingual Learners, although some EMLs remain without access to additive programs and/or support. Additionally, when students were surveyed, they reported that they experienced high levels of teacher respect. As the district continues to strengthen and expand both its multilingual programs and its career academies, it will be important for the district to also look at how to incorporate a robust visual and performing arts program within the school day, as opposed to relying on after school programs to fill this need.

### **Guidance & Support to Sites & District Departments**

It's clear that some schools are bright light "beacons" in the district, with strong and focused principals and teachers. This is part of the overall pattern of stark overall performance differences between schools in both ELA and mathematics. These same patterns of extreme differentiation play out with subgroup populations as well. For example, the range of RFEPs meeting or exceeding standards ranges from 83% at one school, which is powerful evidence of success, to 30% at another school, which is troubling, especially since statewide, RFEPs generally outperform native English-speaking students. These extremes are evident in EML results, with 34% of EMLs at one school meeting or exceeding standards and only 4% at another school. Another area to note is that mathematics needs particular attention at all grade levels, where most of the district's schools and students are dramatically underperforming.

### **Family/Community Alliances for Student Success**

The district has invested significantly in supportive infrastructure in this area with dedicated staff assigned. There are well-established Latino and EML family/community engagement protocols and processes, and there's an emerging focus on inclusion and growing the leadership of African American and Mixteco families/communities. There are also some community sectors that continue to be under-represented and underserved, and there is room to grow in sustaining environments of trust and respect that honor and value contributions of the district's diverse communities.



While engagement has been prioritized, it has not consistently or strategically focused on how families and community partners can consistently promote student success tied to the Student Profile, the district's vision for student success. This could be a powerful vehicle for directly linking family engagement and the various community partners to positively impacting engagement, achievement, and equity across the district.

### **Transformational Leadership & Infrastructure**

The district is focused on the need for establishing district-wide coherence for all previous findings areas noted above. There are certainly clear "bright lights" across the district, and there are opportunities to build on these successes to create more coherent and widespread district success. Currently, these "bright lights" are independent efforts for the most part.

There is a need for well-articulated coherence across schools in the district and across divisions and departments at the district-level. Most importantly, all stakeholders need to clearly know and understand implications of the Student Profile for organizing classroom and school life and informing community initiatives and efforts. Resources could be maximized if there was a clear plan that all understood about how differential resources support the overall district vision.

That Oxnard School District is a TK-8 district brings with it considerable challenges. The journey to success for Oxnard students continues long after they leave the district, yet the district has little say in how its students are supported once they are promoted at the end of 8<sup>th</sup> grade. There is a pressing need for articulation between the district and the high schools into which Oxnard students matriculate.

## **STRATEGIC GOALS**

Based on our findings regarding the current status of the district and EMLs, we have identified five big buckets of work we need to take on in order to realize our vision. These are our five strategic goals, which form the framework for powerful and sustainable transformation of the districts services to Emergent Multilingual Learners. During the development of the district's strategic plan, the Oxnard Stakeholder Design Team developed recommended actions for each of these strategic goals. Where relevant, we have slightly modified the strategic goals to reflect a direct EML focus.

### **Student Academic Engagement & Achievement**

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

### **Learning Environment & School Climate**

Create and maintain safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments of high intellectual performance across all content areas and in all areas needed for 21st century success.

### **Guidance & Support to Sites & District Departments**

Provide strategic direction, guidance, and support to sites and district departments focused on improving the quality of instruction, interaction, and engagement in every classroom in every school so that all EMLs reach high levels of academic excellence, multilingual achievement, global competency, and healthy identity development, agency, and voice.

### **Family/Community Alliances for Student Success**

Create and grow family and community alliances focused strategically on their collaborative leadership role in supporting and promoting success for all EMLs, as defined by the Oxnard Student Profile.

### **Transformational Leadership & Infrastructure**

Create a coherent and sustainable district-wide infrastructure and culture to support and communicate the district's identity and strategic work on behalf of all EMLs, facilitate strategic plan implementation, monitor progress, and assess effectiveness and sustainability, and position the district as a leader in equitable and excellent education, especially for EMLs.

## **INSTRUCTIONAL PRIORITIES**

Our instructional priorities<sup>9</sup> are lenses through which we focus our work. To this end, the instructional priorities are posed as two key questions. First, how do we create and sustain 21st century multilingual learning environments of high intellectual performance for our EMLs? This question requires that we explore and come to common agreement regarding what we mean and understand by learning environments, multilingual learning, 21st century learning, and high intellectual performance.

Second, in the context of Oxnard's strategic plan and this master plan, how do we make powerful EML learning (and the teaching that leads to powerful EML learning) public and visible to our entire Oxnard community? In other words, how do we make EML learning visible? These questions require that we explore and come to common agreement about what we

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<sup>9</sup> These are described in more detail in Appendix 8.



mean by PUBLIC and VISIBLE. One way of thinking about this is to consider what we would need to put in place so that EVERYONE - EMLs, parents, staff:

- Knows what powerful multilingual teaching and learning looks like and sees it exhibited regularly in and out of school.
- Knows what to do to produce consistently high-quality EML learning results.
- Holds each other responsible for high-quality EML teaching and learning.
- Expects that work is "done" only when it meets publicly agreed-upon standards of quality.
- Works together to create safe and affirming environments of high intellectual performance and multilingual excellence throughout the district, schools, and community for all EMLs.

## OUR THROUGH LINES

We also look to a set of THROUGH LINES to help us understand the terrain we'll be traversing. These through lines are the themes we want to respect as we shape our work and our journey. These through lines are basic characteristics of quality education that we should expect to see across Oxnard schools. In fact, our staff, EMLs, parents, and community should be able to recognize, describe, and promote these as hallmarks of quality EML education in their local schools.

### **Values-Driven, Principles-Based, Research-Informed Approach**

Our parents, EMLs, and staff should expect that our programs and practices reflect common values and principles and are supported by the existing research on EML engagement and achievement and program effectiveness. The highest priority programs are those that have been shown to have the highest likelihood of helping EMLs reach success as defined by our student profile.

### **Quality & Committed Educators & Leadership**

Our parents and EMLs should expect expert teachers, support staff, and school and district leaders who are focused on improving EML engagement, achievement, and global success through the enactment of essential pedagogical principles and the use of powerful practices, including frequent collegial collaboration and inquiry. Staff receive continuous support in becoming more expert, student-centered, and successful.

### **TK-12 Coherence & Articulation**

Our parents and EMLs should expect a seamless journey beginning with joyful kindergartners and culminating in multilingual/multicultural college, career, and globally ready graduates with multiple post-secondary options. Staff plan, coordinate, and align their curricular and extracurricular content and practices within and across programs, grades, grade spans, subject areas, schools, and feeder districts. OSD and the feeder high school district engage in regular articulation processes to ensure that EMLs matriculating into the high school district have a smooth, seamless, and successful transition.

### **Global Curriculum, Pedagogy, & Assessment**

Our parents, EMLs, and staff should expect curriculum, pedagogy, and assessment that reflect the demands of a global, knowledge-based, creative-age society and economy, incorporate rigorous standards, support integrated learning, include hands-on learning and real-world applications of learning, and build on the strengths and needs of diverse learners. This includes the incorporation of the arts, world languages, physical and social-emotional development, and technology as key components of teaching, learning, and assessment, and the development of high levels of multiple literacies, including biliteracy, to prepare EMLs for the globalized 21<sup>st</sup> century world.

### **College & Career Readiness**

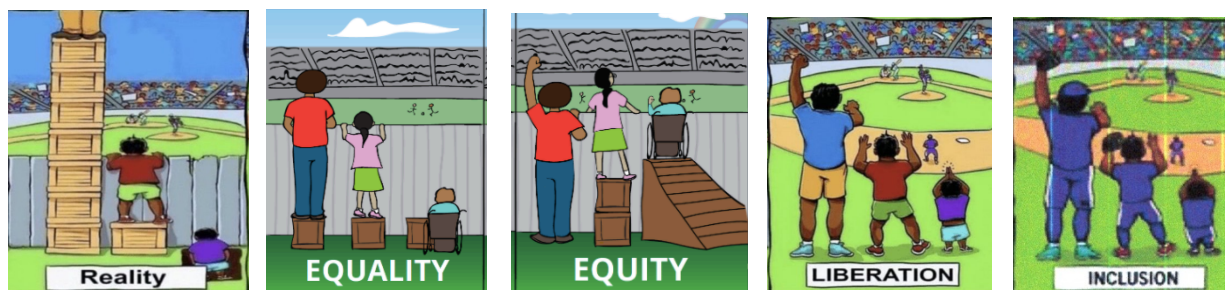
Our parents, EMLs, and staff should expect that all EMLs will graduate multilingual/multicultural and prepared for college and careers. Multilingual and career pathways have been designed for this purpose and utilize a robust system of indicators that provides a more complete picture of school performance, including broader measures of growth and learning that better assess global readiness skills and application of content and literacy skills to real world issues and challenges. EMLs are supported in developing benchmark projects/portfolios, capstone projects, and defense presentations that demonstrate their mastery of the expected standards in two or more languages, including English.

## EXPANDED MINDSET

In addition to our Essentials and Through Lines, we rely on a common EXPANDED MINDSET that expands and deepens our thinking and perspectives and begins to build the common ground and common understanding we need to transform our district. The work moving forward in Oxnard School District requires that we contextualize our policy making and implementation decisions in terms of the actual impact on real students. Fortunately, we can see much of this already in place in our district, and it draws from powerful research about mindsets and the impact they can have on what happens with our EMLs and families. Now, as we redesign our master plan, we have an opportunity to strengthen what is already in place and to dramatically accelerate our progress in ways that ensure our hopes and dreams for Oxnard School District and its EMLs become true. What we're asking all of us to do is adopt and co-sign onto these fundamentally different ways of thinking that set the stage for us being able to enact sustainable success for OSD. This requires that we ALL commit to actively rethinking how we do business and how we define EML teaching and learning in Oxnard schools. For most of us, we are well into this journey. The most important thing we can do, perhaps, is to be there for each other, to provide support and encouragement, to remind us that together, we are unstoppable.

### EXPANDED MINDSET DIMENSION #1: EMBRACING EQUITY, LIBERATION, INCLUSION, & COUNTER-HEGEMONY

Dimension 1 of our expanded mindset requires that we understand the difference between equality and equity, and that we commit to liberation, inclusion, and counter-hegemony. We've all seen some version of the ballgame equity graphics.



SOURCES FOR GRAPHICS: Angus McGuire • Interaction Institute for Social Change • Center for Story-Based Strategy

Yet another metaphor for thinking about equity comes from The Inclusion Design Group: Diversity is being asked to the dance. Inclusion is being asked to dance. Belonging is being able to dance how you want. And equity is having a turn

picking the DJ. These metaphors can help us deepen our understanding, and with regard to equity, there are three important points to keep in mind:

First, we don't all start off on a level playing field. Some of us come to the game with significant advantages; others come with significant disadvantages. So just giving everyone the same thing actually perpetuates and perhaps even aggravates those advantages or disadvantages. Second, the advantages or disadvantages do not reside in our beings. Rather, those advantages and disadvantages are built into our societal structures and systems. So, for example, if we go back to the baseball game metaphor, the issue is not that some of us are tall and some short, or in a wheelchair. The issue is that the game is structured to advantage taller, able-bodied people and disadvantage shorter, less able-bodied people. So, equity is about recognizing systemic barriers to full participation, and addressing or dismantling those barriers so that everyone has the same access, and where everyone is able to actually play in the game rather than being just outside observers. Third, we need to recognize and address the existing social context of coercive and exclusionary relations of power that too often pathologizes or criminalizes our communities of color. Central to equity-focused and liberatory education is our belief in our own transformative power to create counter-hegemonic spaces in our schools and classrooms for EMLs, educators, and parents to voice and achieve their full identities and aspirations. To create counter-hegemonic spaces, then, means that we create the environments that allow us to question, challenge, and disrupt oppressive and racist beliefs. Without this access, our most vulnerable students and families are left without crucial opportunities to become their full and best selves, to create themselves as powerful players in their own lives and in the life of their communities.

## EXPANDED MINDSET DIMENSION #2: COMMITTING TO ADDITIVE EDUCATION

Dimension 2 of our expanded mindset calls for us to replace subtractive programs and approaches with additive ones. We can always divide educational programs into two types: ADDITIVE or SUBTRACTIVE. We can tell the difference by checking to see what their primary goals are. Additive programs have four fundamental goals in common and are designed to ensure that the EMLs in those programs:

1. Develop high levels of proficiency in their full multilingual repertoires and in Academic English if that is not already within their repertoires.
2. Perform at high levels academically in at least two languages and are prepared for college and career.
3. Demonstrate positive multicultural skills and behaviors as well as global competency.
4. Develop high levels of social-emotional health, including agency, self-confidence, identity, and voice.

As Cummins<sup>10</sup> has pointed out, in societal contexts characterized by subtractive orientations, an additive orientation to EMLs' identities and multilingual repertoires challenges coercive relations of power. In this respect, we can think of additive models as enriched education programs that challenge the status quo. This is powerful education. It builds on what EMLs and families bring to school and generates expanded knowledge, skills, capacities, and life opportunities.

### EXPANDED MINDSET DIMENSION #3: WORKING FROM AN ASSET ORIENTATION

Dimension 3 of our expanded mindset involves moving from a deficit orientation to an asset orientation that facilitates and supports EMLs' learning by building on their strengths, cultures, languages, identities, and experiences and those of their families and communities. An asset approach fosters hope by shifting the focus from "what's wrong with us" to "what's right with us." It assumes that, even though there may be problems, sometimes very serious ones, there are also untapped resources and capacities inherent in every individual, organization, or community, which can be put into use to improve current conditions. Discovering and affirming these underutilized assets and untapped potential are hallmarks of an asset-based approach to teaching and learning. Adopting an asset orientation is one way of beginning to create a counter-hegemonic learning space that is equity-focused. And, as part of our commitment to moving from a deficit approach to a strengths or asset approach, we can also move from the use of the deficit-focused language, such as ENGLISH LEARNER, which describes our students in terms of what they don't yet know, to the use of terms such as EMERGENT MULTILINGUAL LEARNER, which focuses on our students' potential achievement of becoming proficient in two or more languages.

Cummins has for decades been warning us of the consequences of subtractive programs and deficit orientations. In *Negotiating Identities: Education for Empowerment in a Diverse Society*, Jim says:

When students' language, culture and experience are ignored or excluded in classroom interactions, students are immediately starting from a disadvantage. Everything they have learned about life and the world up to this point is being dismissed as irrelevant to school learning . . . Students' silence and nonparticipation under these conditions have frequently been interpreted as lack of academic ability or effort, and teachers' interactions with students have reflected a pattern of low expectations which become self-fulfilling.

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<sup>10</sup> See Jim Cummins' Framework for Reversing Underachievement

This view directly complements Yvette Jackson's groundbreaking one around the *Pedagogy of Confidence*. Their work, and the work of so many others, provides the foundation we need to create the sorts of counter-hegemonic learning environments and spaces where our EMLs can soar, and in the process, discover not only who they are, but who they might become.

ASSET ORIENTATION	DEFICIT ORIENTATION
Strengths Driven	Needs Driven
Opportunity Focus	Problem Focus
Internally Focused	Externally Focused
What is present that we can build on?	What is missing that we must go find?
May lead to new, unexpected responses	May lead to downward spiral of burnout, depression, or dysfunction

#### EXPANDED MINDSET DIMENSION #4: CENTERING CULTURALLY & LINGUISTICALLY SUSTAINING PEDAGOGIES (CLSP)

Dimension 4 of our expanded mindset asks that we commit to the systemwide use of CULTURALLY AND LINGUISTICALLY SUSTAINING PEDAGOGIES. Culturally and Linguistically Sustaining Pedagogy (CLSP) draws upon, activates, and builds on students' existing schema, experiences, funds of knowledge, and perspectives to maximize learning. CLSP also intentionally and deliberately searches for, creates, and embeds an enriched pluralistic approach into our norms, policies, and practices so they affirm the identities of and expand opportunities for historically marginalized students, such as Emergent Multilingual Learners..

CLSP relies heavily on its preceding models, namely culturally relevant and culturally responsive pedagogies. It has five key features:

- It's purposely centered on the dynamic community languages, valued practices, and knowledges.
- It has a focus on creating and inviting student and community agency and input (community accountability).
- It puts content and instruction into a historical context.
- It addresses and disrupts the internalized oppressions that are often the legacies of institutional racism.
- It operationalizes these four perspectives through the adaptation of the curriculum as it plays out in our learning spaces.

When we create culturally and linguistically sustaining learning environments for our EMLs, we:



- Use language and culture to promote positive racial and ethnic identity.
- Use that identity as an asset in learning and development.
- Educate about racism and group advancement to encourage high achievement and resilience in the face of oppression.
- Employ the learning tasks to produce a wide range of competencies.
- Develop caring relationships as an initial step to inspire EMLs to work academically.
- Build on EML strengths and assume academic and personal success.

In short, culturally and linguistically sustaining education can be a pivotal resource for gaining greater engagement and achievement among marginalized and minoritized students whose languages, cultures, experiences, and strengths are often devalued in schools.

## EXPANDED MINDSET DIMENSION #5: ACTIVATING STUDENTS' MULTILINGUAL REPERTOIRES

Dimension 5 of our expanded mindset requires that we understand the concept of MULTILINGUAL REPERTOIRE, which refers to the set of skills and knowledge a person has in one or more languages, as well as their different language varieties. In this respect, even students who have only English as their language can be considered to have multilingual repertoires because they inevitably have a variety of registers and dialects "exhibited in the speaking and writing patterns of a speech community" (Fishman 1972: 48) of English that they use and know. Even if a student has studied non-living languages, such as Latin, this linguistic knowledge also forms part of the student's multilingual repertoire. For all speakers, "there is a marked variation in the forms of language used for different activities, addressees, topics, and settings" (Finegan 2004: 319).

The term MULTILINGUAL REPERTOIRES has become more common and widely used when talking about both the repertoire of resources and skills developed in an additional language being learned as well as to the diverse languages in which someone is able to communicate to some degree. The student's multilingual repertoire is the base on which their learning can build and progress. The Council of Europe (2001: 132) has noted that a "richer repertoire of this kind thus allows choice concerning strategies for task accomplishment, drawing where appropriate on an interlinguistic variation, and language switching."

Adopting Dimension 5 of our expanded mindset also means that we must believe the body of research going back decades that confirms that when students can achieve high levels of competency in two or more languages, not only do students themselves benefit in powerful, life-changing, and multiple ways, but their families and communities benefit as well. And it doesn't stop there. Those benefits accrue to our society and our world, transforming the way that human beings relate



to each other across all those differences that make a difference. This research and evidence base extends to all types of students, including special needs students. In fact, the research can be summarized with three top three reasons why every school should make multilingualism for all its overarching turnaround strategy. One is an educational reason, one a global and economic reason, and one a moral reason. Any one of these should suffice. Together, they form an imperative that we ignore at our own peril and to the detriment of our EMLs and families.

#1: We know that learning multiple languages changes the brain in a powerfully positive way, making those who acquire at least two languages smarter, more creative, and more divergent and flexible thinkers. That learning languages has this effect on every type of student is fact, not opinion. We have abundant evidence that these cognitive enhancements produce improved academic results across the curriculum, including in mathematics. There is no other educational intervention that produces results of the quality and caliber of well-implemented dual language education.

#2: We live in a world characterized by a global society and a global economy, and such a world demands that its inhabitants be able to communicate across languages and cultures. Our EMLs are not limited by the boundaries of their neighborhoods. They live in a global world that requires high levels of competency in multiple languages, as well as the language of technology, in order to be able to navigate it with ease and to develop deeper understanding of the world's economic, social, and political issues. To prepare our EMLs for these realities, the education we provide them must help them learn languages of the world, respect for other cultures and languages, and knowledge of the world geography, history, current events, and cultures that give life and are the context in which these languages are used.

#3: We have a responsibility to nurture and protect our children and help them fully develop their identities and a healthy sense of self, and right now, too often we are performing brutal and crippling language and identity amputations no less violent and damaging than if we were to chop off an arm or a leg. This is NOT who we are. We are teachers. We are supposed to protect our children, not maim them. When we facilitate the full development of children's languages, cultures, and identities, we help them become healthy and fully functioning individuals, families, and members of a larger society. The research is clear in this area, and the individual, family, and societal consequences are staggering when our policies, programs, and practices act in opposition to this knowledge and evidence base.

So, as we work on transforming educational results for our diverse EMLs, it's important that we respect what we know works. To use one of Cummins' similes, language is like a bicycle. One wheel will get you places. Two wheels will get you farther. But you can really go fast if your wheels are balanced and fully inflated. . . . as long as those designing the bicycle

know what they're doing! The priority must be to become informed enough and confident enough that we can know what we're doing with some degree of certainty so that we can then put that knowledge into action.



## OUR FRAMEWORK FOR EMPOWERMENT

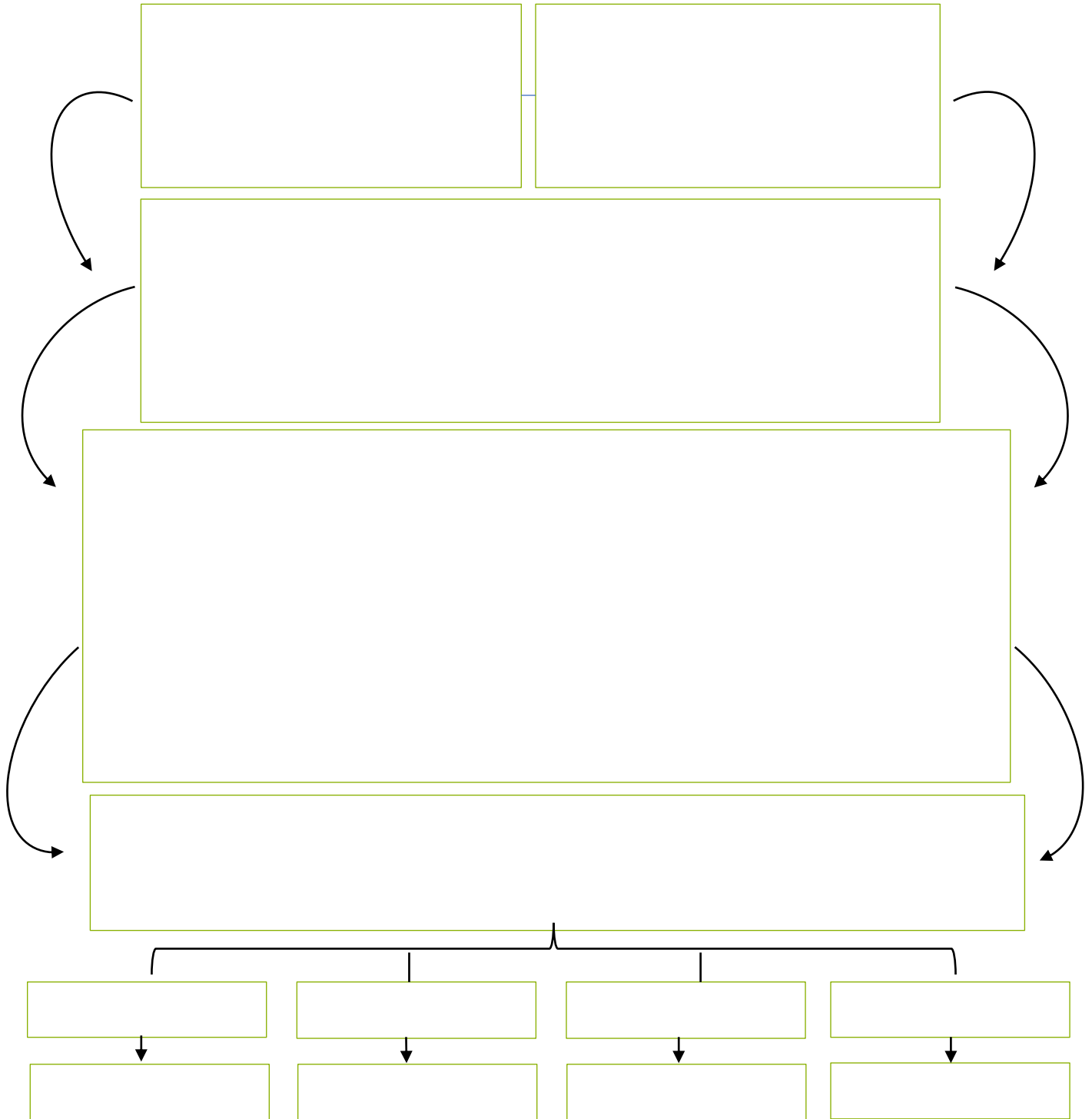
### INTRODUCTION

In Oxnard School District, we have adopted Sánchez's action-oriented empowerment framework as a vehicle for transforming our current system to one much more capable of getting us the results we say we want. Education that is compelling and inspirational drives our EMLs to high levels of excellence by providing a caring and engaged mentor (teacher) who understands the persistence, effort, and confidence that quality learning requires, regardless of the discipline or subject area. This fundamental vision of transformed and liberatory education helps guide our thinking about how we can engage all students in HIGH INTELLECTUAL PERFORMANCE, a term used by Yvette Jackson in her book *Pedagogy of Confidence*. Jim Cummins talks about a very similar concept when he refers to ACADEMIC ENGAGEMENT.

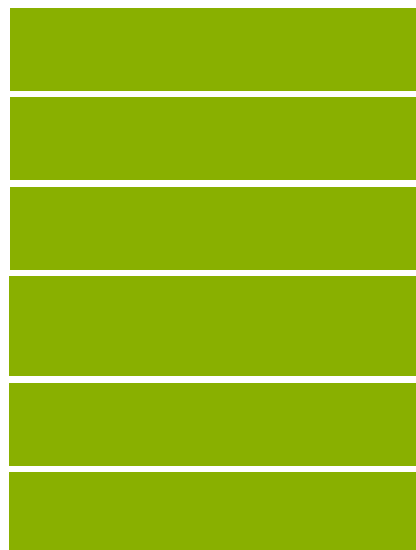
With this as the backdrop, then, Sánchez adapted her framework here specifically to showcase our VISION of the future we want for our EMLs. This VISION leads to the articulation of our INSTRUCTIONAL PRIORITIES. These priorities are in the form of key questions that focus our improvement attention and efforts. To successfully respond to our INSTRUCTIONAL PRIORITIES, we rely on a set of eight essential PEDAGOGICAL PRINCIPLES that describe the types of school and classroom environments we want to create and sustain for our EMLs. These principles are featured in our recommended actions under Goal 1.

The PEDAGOGICAL PRINCIPLES reflect a broad array of powerful RESEARCH-INFORMED HIGH-LEVERAGE PRACTICES that have been shown to significantly accelerate EML engagement and achievement. To implement these PRACTICES, we must translate them into CLASSROOM STRATEGIES that organize our classroom life. When teachers add specific content to these STRATEGIES so that they are appropriate for their EMLs and context, the STRATEGIES become grade- and content-specific CLASSROOM ACTIVITIES.

## A FRAMEWORK FOR EMPOWERMENT



This framework allows us to create the environment for EMLs to excel across all of the domains that matter: Intellectually, cognitively, academically, and linguistically, but also social-emotionally, affectively, and artistically. By keeping us focused on the big vision we have for our EMLs, the framework establishes the connections from that vision directly down to the very strategies and activities that we choose to feature in our classrooms. It provides for an intentionality to our work with EMLs.



## PEDAGOGICAL PRINCIPLES

Oxnard EMPOWERS and Oxnard MÁS specifically call out the concept of high intellectual performance/academic engagement (terms used by Yvette Jackson in her book *Pedagogy of Confidence* and Jim Cummins in *Negotiating Identities*), an overarching concept that encompasses eight essential pedagogical principles, which are reflected in our framework.

These principles are drawn and adapted from the work of Jackson and Cummins and expanded in our framework. We support high intellectual performance/academic engagement when we deploy these pedagogical principles, holding them up as core principles that describe the types of school and classroom environments we want to create and sustain in Oxnard.

### 1. IDENTIFY, ACTIVATE, AND BUILD ON EML STRENGTHS.

Jackson (2011) explains that teaching that encourages students to recognize and apply their strengths releases neurotransmitters of pleasure, motivating students to actively participate and invest in a learning experience, set goals for their learning, and follow through with their learning for meaningful application and deeper development of strengths for personal agency. Identifying, activating, and building on student strengths means acknowledging that EMLs don't come to us as blank slates or as an accumulation of deficiencies. They know things, they've had experiences, they have cultures and languages --- all of these are powerful assets that we should build on. Cummins stresses that we need to acknowledge these assets and show EMLs that we believe in them and in their linguistic, cultural, intellectual, and academic capacity. This also means that teachers and other school personnel need training, coaching, and experience to identify such assets in order to use them, build on them, and amplify them to support optimal learning.

2. AFFIRM EML IDENTITIES BY CHALLENGING THE DEVALUATION OF MINORITIZED STUDENTS' IDENTITIES.

Cummins explains the critical nature of affirming EML identities by challenging the devaluation of minoritized students' identities - devaluation that happens because schools are reflections of a broader society that prizes white English-speaking people as the "real" and legitimate Americans, and that devalues others. The roots of this white supremacist belief have deep historical roots and are now so ingrained in our systems and structures that they have become like the air we breathe - clearly there, but not on our conscious radar most of the time. So, we must challenge the existing social context of coercive and exclusionary relations of power by recognizing and dismantling the systemic barriers to full participation that stem from this pervasive belief. That means explicitly valuing who our EMLs are, including their histories, experiences, languages, and cultures. Central to equity-focused liberatory education that actively affirms and values who our EMLs are is a belief in our own transformative power to create counter-hegemonic spaces in our schools for EMLs and educators to voice and achieve their full identities and aspirations. Without this access, our most vulnerable students are left without crucial opportunities to become their full and best selves, to create themselves as powerful players in their own lives and in the life of their communities.

3) ESTABLISH POWERFUL RELATIONSHIPS THAT NURTURE EQUITY & SUCCESS.

Jackson (2011) points out that students fare best cognitively, socially, and emotionally when they know they are liked, appreciated, and valued as part of a vibrant, caring community. Positive relationships stimulate oxytocin, positively impacting both the motivation and the memory capacity critical for learning. Establishing powerful relationships that nurture success requires that teachers know their EMLs and their communities and that EMLs see teachers and staff as their advocates and supporters. EMLs will look for teacher behaviors that they see as evidence that the teacher respects them and their cultures, languages, and communities. We know that relationships are everything. Many students will refuse to learn from teachers who they don't believe care about them, respect them, or have their best interests at heart.

4) ENGAGE EMLS ACTIVELY IN THE LEARNING PROCESS. AMPLIFY EML VOICE.

As Jackson (2011) emphasizes, encouraging students to voice their interests, perspectives, reflections, and opinions and enabling them to make personal contributions is not only motivating but also builds the confidence, agency, academic language, investment, and skill EMLs need to join wider communities of learners and doers in the world outside of school. We can engage EMLs actively in the learning process by focusing their attention on challenging thinking and requiring that they use oral and written language in the target language(s) and English to communicate and concretize their thinking. We can connect the learning to EMLs' real lives and engage them in creating authentic products that add value to the EMLs, their families, their schools, and their communities.

5) CREATE ENVIRONMENTS OF ENRICHMENT, NOT REMEDIATION, THAT ENGAGE EMLS' MULTILINGUAL REPERTOIRES.

Enrichment, Jackson (2011) notes, taps students' interests, generates strengths, expands their cognitive capacity, and guides them to apply what they know in novel situations for self-actualization. The research is clear on the power of creating learning environments of enrichment rather than remediation, which teachers can do by treating EMLs as gifted and organizing language and content learning experiences that allow them to behave and produce as gifted students and scholars. As Cummins underscores, this includes engaging EMLs' multilingual repertoires as powerful resources for learning.

6) SITUATE LEARNING IN THE LIVES OF EMLS. CONNECT TO THEIR LIVES.

Jackson (2011) states that students perform most effectively when they can connect new learnings to what is relevant and meaningful to them. These connections validate their lived experiences, activating the focusing of the brain through its Reticular Activating System (RAS). Without such personal connections, the new learnings are not likely to be retained and used effectively. Learning is best situated in the lives of EMLs by using culturally and linguistically sustaining strategies that validate EMLs as knowers and that use their lives, languages, cultures, experiences, and current knowledge as the starting point for learning. When teachers do this, they communicate to EMLs that their experiences count and that who they are counts. When we engage parents and community in this manner, we are much more likely to understand how to connect learning to EMLs' lives beyond the classroom and build on the historical and current family and community funds of knowledge.

7) ELICIT HIGH INTELLECTUAL PERFORMANCES THAT HELP CONNECT EMLS' IDENTITIES TO ACADEMIC ENGAGEMENT.

According to Jackson (2011), students crave challenges. Their intelligence flourishes when they are asked to think at high levels about complex issues, demonstrate what they know in creative ways, and develop useful habits of mind such as reflection, raising substantive questions for deeper understanding, and thinking flexibly and innovatively. Teachers can elicit high intellectual performances by making sure the curriculum is multilingual, multicultural, well-articulated, relevant, and rich. Cummins adds that they intentionally invite EMLs into cognitively complex work and inquiries in ways that allow EMLs' curiosities to be engaged and for EMLs to experience a series of linked successes, in this way connecting their identities to academic engagement. Such teachers take advantage of what we know about how the brain works best to structure brain-compatible experiences for EMLs. Most importantly, they carefully plan activities that prime EMLs for cognitively demanding work, they use processes that allow EMLs to engage in meaningful ways with the content, and they organize activities designed to help EMLs retain and retrieve what they learn - all in linguistically and culturally sustaining contexts.

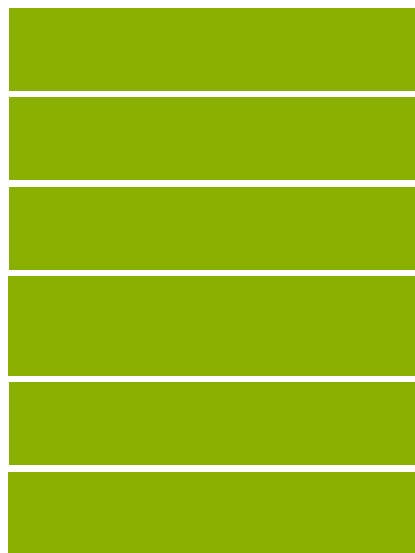


8) ADDRESS THE PREREQUISITES FOR LEARNING, INCLUDING INCORPORATING PEDAGOGICAL PRACTICES THAT CHALLENGE COERCIVE RELATIONS OF POWER.

Jackson (2011) underscores that foundation schema-building activities are critical so that students have the right foundations for learning new information and acquiring new skills. This foundation heightens EMLs' understanding, competence, confidence, and motivation. We address the prerequisites for learning by making sure that EMLs have what they need to be successful learners and students. This includes the resources -academic, social, health, nutritional and so forth-- we provide to EMLs, as well as explicitly teaching to bridge gaps in EMLs' academic and linguistic preparation and engaging EMLs in enriched learning experiences that may not be available to them outside of our schools. It means working with families in ways that expand their capacity to contribute to their children's school success, not just inviting them to serve as passive listeners to our own ideas and plans. When teachers incorporate pedagogical practices that challenge coercive relations of power that often play out in classrooms, as stressed by Cummins, they provide EMLs with the necessary tools to "talk back" to the stereotypes and biases that diminish them as powerful learners.

### HIGH-LEVERAGE RESEARCH-INFORMED PRACTICES

The pedagogical principles connect to a broad array of powerful HIGH-LEVERAGE RESEARCH-INFORMED PRACTICES that have been shown to yield significantly accelerated EML academic growth, more than year for year growth in most cases. This allows us to dramatically improve both EML achievement and engagement, creating classroom and school environments of high intellectual and academic performance. We've intentionally drawn from the work of Jim Cummins, John Hattie, Yvette Jackson, and Eric Jensen in identifying these research-informed high-leverage practices that follow and have organized them under the pedagogical principle that best reflects them<sup>11</sup>.



Identify, activate, and build on EML strengths.

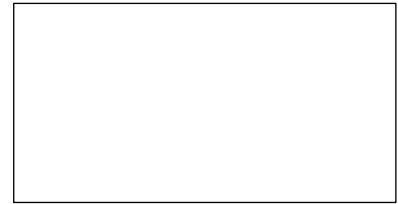
- ◆ × ★ Empower students.
- Support development of self-regulation skills.
- ◆ Boost social skill development.

<sup>11</sup> © Francisca Sánchez, 2016; revised 2021.



## EMPOWERS

- ◆ × ★ Expect student strengths. Believe in students and their linguistic, cultural, intellectual, and academic capacities.
- ◆ × ★ Recognize and celebrate student prior experience, language, and culture. Build on culture, language, experiences as assets.
- × Teach students to read initially in their first language.
- × ★ Activate students' existing background knowledge and build new background knowledge as needed.



### Affirm EML identities by challenging the devaluation of minoritized students' identities.

- × ★ Exhibit/model high teacher expectations.
- × ★ Promote identity affirmation. Provide opportunities for students to negotiate their identities. Promote student identities of competence and complexity. Communicate to students that their experiences count and that who they are counts.
- × Encourage parents to use the home language in their interactions with their children.
- × Decolonize curriculum and instruction through culturally and linguistically sustaining pedagogy. Provide a rich, relevant, well-articulated multilingual, multicultural curriculum.
- × ★ Valorize L1/L2 language varieties.
- Foster positive social-emotional responsiveness.
- × ★ Promote a sense of self and confidence as a learner. Validate students as knowers. Develop students' sense of themselves as powerful and accomplished learners and investigators.

### Establish powerful relationships that nurture equity and success.

- ◆ × Build collaborative relationships.
- ◆ × Build positive teacher-student and student-student relationships.
- ◆ Manage body/mind states.
- Foster leadership and teamwork.
- Develop cooperative learning skills.
- ◆ Establish family attitude of positivity.
- Build trust.
- Foster student openness to new ideas.
- ◆ × Embody respect.
- ◆ Embed social skill development in lessons.
- ◆ × Be inclusive and responsive.
- ★ × Know your students and communities.
- ★ × Advocate for your students.

### Engage EMLs actively in the learning. Amplify EML voice.

- Foster leadership and teamwork.
- ◆× Provide students with choice and variety.
- ◆ Engage students in using technology purposefully.
- ◆×★ Design authentic inquiry learning. Engage students in creating authentic products that add value to the students, their families, their schools, and their communities. Engage students with authentic texts.
- ◆ Organize small group learning.
- ★× Create culturally and linguistically sustaining contexts.
- ★ Require that students use oral and written language in English and the target language(s) to communicate and concretize their thinking.
- ★× Connect the learning to students' real lives.
- × Maximize literacy engagement in and out of school.
- × Encourage peer-assisted learning opportunities.
- × Provide opportunities for extended teacher/student and peer group discussions of text and its meaning.

### Create environments of enrichment, not remediation, that activate EMLs' multilingual repertoires.

- Continually evaluate students' progress and adjust as needed.
- ×◆ Create safe, caring environments, including positive physical environments.
- ◆× Incorporate the arts and project-based learning, guiding deep discussions of students' responses to the arts experiences and what else these experiences remind them of and why.
- × Create a supportive community of peers among students.
- ×★ Hold high expectations for students (teachers, parents, and students themselves). Treat all students as gifted.
- × Create an aspirational climate.
- × Build effort optimism where students believe that they can accomplish the tasks before them if they try hard enough and persist. Reduce/mitigate stereotype threat.
- × Provide an accelerated curriculum and deep enrichment approaches and content.
- × Engage students' multilingual repertoires, including using their first/home language (L1) as a cognitive resource.
- × Improve student access to rich print in school and at home, especially during middle school grades.

### Situate learning in the lives of EMLs. Connect to their lives.

- ◆× Support transfer of learning by setting the learning context in students' lives.
- ◆× Make learning relevant to students' lives. Gather information from students.
- ◆× Engage and partner with the community to support student learning.
- Consistently seek feedback as to the success of the teaching on students. Measure impact.
- × Involve parents, especially mothers, in students' learning.

Elicit high intellectual performances that help connect EML identities to academic engagement.

- ◆ Energize students physically and emotionally.
- Use higher order questioning.
- Teach and use metacognitive strategies.
- × Teach for transfer and application of skills/learning.
- Encourage positive self-talk.
- Provide opportunities for pre-test written reflection.
- Provide useful (actionable) feedback that leads to improved learning/performance.
- Engage students in self-assessment and evaluation.
- Provide curriculum that balances surface and deep understanding.
- Articulate clear success criteria.
- × ★ Provide challenging tasks.
- × Provide a safe environment for contributions.
- ★ Welcome errors as learning/growth opportunities.
- Provide multiple opportunities for deliberate practice and application.
- Plan and talk about teaching.
- Ensure students experience repetitive successes.
- ★ × Invite students into cognitively complex work.
- ★ × Engage students' curiosities.
- ★ Help students experience a series of connected successes.
- ★ Prime or prepare students for cognitively demanding work.
- ★ × Use processes that allow student to engage meaningfully with the work.
- ★ × Organize activities designed to help students retain and retrieve what they learn.
- × ★ Tap and build on student prior knowledge.
- × Scaffold instruction (literacy and content) to support students' language comprehension.

Address the prerequisites for learning including incorporating pedagogical practices that challenge coercive relations of power.

- ◆ Enrich students' operating systems.
- × Provide students with coherent access to the full curriculum.
- Explicitly and actively teach specific skills and deeper understanding. Conduct microteaching sessions when needed.
- ★ ◆ Reduce anxiety. Alter school environment to mitigate stress.
- ★ Support students' concentration, persistence, and engagement.
- Use strategies that are planned and deliberate.
- Engage students in peer tutoring and reciprocal teaching.

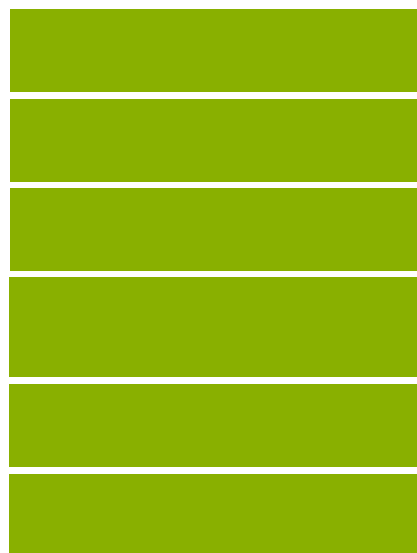
- Teach learning strategies to construct meaning.
- × Provide clear and explicit success criteria. Be clear about intentions of lessons and what constitutes success: organize, explain, give examples, provide guided practice, assess.
- Provide useful and actionable feedback.
- × Explicitly teach for transference and bridge between languages and across contents.
- ◆ Monitor results. Design and assess success correctly.
- Teach students study skills.
- ◆ Incorporate celebrations of achievements.
- ◆ × Incorporate kinesthetic arts, creative projects, and hands-on activities.
- ◆ Build core skills.
- ◆ × Provide hope and support.
- ★ Provide students with resources they need to succeed.
- ★ × Explicitly teach to bridge gaps in students' academic and linguistic preparation. Teach academic language explicitly and reinforce academic language across the curriculum. Provide explicit instruction in reading comprehension strategies for older students.
- ★ × Expand families' capacities to contribute to their children's school success.
- ◆ × Identify prior knowledge. Connect prior knowledge to new learning.

## INTERACTIVE CLASSROOM STRATEGIES & ACTIVITIES

To implement these high-leverage research-informed practices, we must translate them into INTERACTIVE CLASSROOM STRATEGIES that organize our classroom life. When teachers add specific content to these strategies so that they are appropriate for their particular EMLs and context, the strategies become grade- and content-specific ACTIVITIES.

It's useful to make a distinction between STRATEGIES and ACTIVITIES. Strategies are really the framework that allows teachers to give definition to specific activities. They tend to be content and grade generic, recyclable, learnable, and strategic. Activities, on the other hand, are usually content and grade specific, used one-time, short term, and operational.

Strategies and activities, however, share a close relationship. Strategies, for instance, become activities once specific information is poured into them. For example, jigsaw reading is a strategy because it doesn't have any inherent content, nor is it inherently better suited to one grade or content area rather than another. Jigsaw reading, where groups of students



read different parts of a reading and then pool their learning, can BECOME an activity, though, if we define the content and the grade. So, if we ask 8th grade students to do a jigsaw reading using an article on the characteristics of symphonic music, jigsaw reading changes from a strategy to a specific activity.

A key difference is that while we probably wouldn't ask the same students to repeat the jigsaw reading activity on the characteristics of symphonic music, we would very likely ask them to participate in the jigsaw reading strategy many times over a school year. Once students have learned the form and process of the jigsaw reading strategy, they can apply this learning to participation in future jigsaw reading activities. Furthermore, students can also learn to determine when it would be strategic to use jigsaw reading to enhance their own learning and thinking, as opposed to relying on some other less well-suited strategy.

Typically, strategies can be modified or adjusted to enact research-informed practices in the classroom itself, and with the addition of specific content, will translate those research informed practices into daily activities with teachers and EMLs. What's more, these strategies are also vehicles for ensuring that daily classroom life reflects our eight essential pedagogical principles.

In the classroom, teachers have the important role of deciding when it would be most appropriate to use a particular strategy, given the research-informed practice that they wish to implement and the specific pedagogical principles they are targeting to incorporate into their classrooms. Additionally, teachers' selection decisions will consider who their EMLs are, their linguistic, academic, and cultural strengths and needs, and the linguistic, academic, and cultural goals and objectives they have planned.

Through the use of interactive classroom strategies, teachers help EMLs develop autonomy as smart and successful learners. They help them develop the sorts of social, cognitive, linguistic, and metacognitive learning strategies that help EMLs figure out how to be better learners. Not least of all, when teachers incorporate interactive strategies into their classroom life, they help EMLs become better learners in and outside of the school so that they can become the key players in their own lives and in the life of their community. This is Oxnard MÁS at its core.



## RECOMMENDATIONS FOR ACTION

Oxnard EMPOWERS contains a set of recommendations for action. These are shown in the At-A-Glance chart below. In the following pages, you can see how these recommendations have been adapted specifically to pertain to Oxnard’s Emergent Multilingual Learners.

### AT-A-GLANCE OVERVIEW OF THE OXNARD EMPOWERS RECOMMENDATIONS FOR ACTION

Strategic Goals	1 STUDENT ACADEMIC ENGAGEMENT & ACHIEVEMENT	2 LEARNING ENVIRONMENT & SCHOOL CULTURE	3 GUIDANCE & SUPPORT TO SITES & DISTRICT DEPARTMENTS	4 FAMILY/COMMUNITY ALLIANCES FOR STUDENT SUCCESS	5 TRANSFORMATIVE LEADERSHIP & INFRASTRUCTURE
Recommendations for Action	1.1 High Intellectual Performance	2.1 Multi-Tiered System of Support	3.1 Culture of Empowerment	4.1 Student Profile Alliances	5.1 Strategic Plan Implementation
	1.2 Strengthening Instruction & Student Engagement	2.2 Access, Equity, & Inclusion	3.2 Professional Learning & Support	4.2 Family Engagement & Support	5.2 Districtwide Coherence
	1.3 Student Profile-Driven Lesson Design	2.3 Restorative Practices	3.3 Recognitions	4.3 Parent/Family Resources	5.3 Accountability & Progress Monitoring
	1.4 Multilingualism	2.4 Affirming Learning Environment & Relationships	3.4 Student Assessment	4.4 Community Partnerships & Relationship Building	5.4 Human Capital
	1.5 Technology	2.5 Facilities & Grounds	3.5 Support to Sites	4.5 Higher Education	5.5 Communications
		2.6 Student Voices		4.6 Family/Community Communications	5.6 Finance & Technology Infrastructure

### RECOMMENDATIONS FOR ACTION

#### GOAL 1: STUDENT ACADEMIC ENGAGEMENT & ACHIEVEMENT

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

##### 1.1 HIGH INTELLECTUAL PERFORMANCE

Create and sustain globally competitive EML learning environments of high intellectual performance across the curriculum and in all areas needed success as defined in the Learner Profile.

- 1.1.1 At each school and districtwide, monitor implementation of the eight essential pedagogical principles supporting high intellectual performance for every group of EMLs.
- Identify, activate, and build on EML strengths.
  - Affirm EML identities by challenging the devaluation of minoritized students' identities.
  - Establish powerful relationships that nurture equity and success.
  - Engage EMLs actively in the learning process. Amplify EML voice.
  - Create environments of enrichment, not remediation, that activate and engage EMLs' multilingual repertoires.
  - Situate learning in the lives of EMLs Connect to their lives.
  - Elicit high intellectual performances that help connect EML identities to academic engagement.
  - Address the prerequisites for learning, including incorporating pedagogical practices that challenge coercive relations of power.
- 1.1.2 Implement innovative and high-leverage strategies, approaches, and programs that are proven to dramatically improve school results for all students, as well as for EMLs.
- 1.1.3 Create authentic vertical and horizontal planning and communication PreK-12, focused on learning expectations and Oxnard MÁS.

## 1.2 STRENGTHENING INSTRUCTION & EML ENGAGEMENT

Develop and implement student-centered high-leverage approaches proven to dramatically accelerate achievement, engagement, and voice/agency at all levels and for all groups of EMLs.

- 1.2.1 Design and deliver developmentally appropriate high-quality literacy and content instruction with a challenging and engaging curriculum that is responsive to the cultures, languages, identities, and lived experiences of Oxnard's EMLs, has a strong biliteracy engagement component, scaffolds instruction, activates EMLs' multilingual repertoires, and builds academic language across the curriculum.
- 1.2.2 Implement culturally and linguistically sustaining enrichment strategies and activities so that every EML has access to engaging activities within and beyond the school day, week, and year.
- 1.2.3 Establish opportunities for all EMLs to participate in comprehensive and coherent visual/performing arts (VAPA) learning as part of the core curriculum.
- 1.2.4 Organize learning opportunities that allow ALL EMLs to successfully access and participate in rigorous a-g courses once they are promoted to high school.
- 1.2.5 Assign the most expert and most experienced teachers to classrooms of the EMLs with the greatest needs.

## 1.3 LEARNER PROFILE-DRIVEN LESSON DESIGN

Establish comprehensive efforts to promote, expect, and support the use of Learner Profile-driven lesson design for EMLs: Lessons that start with grade-level standards, reflect our expanded mindset, and organize classroom life and learning in ways that enact our essential pedagogical principles and research-based high-leverage practices.



- 1.3.1 Engage staff in designing consistent opportunities for EMLs to illustrate the learner profile TK-8 in ways that engage EMLs to change the world in school and beyond.
- 1.3.2 Identify and commit to using agreed upon research-informed, high-leverage classroom strategies that promote Learner Profile-aligned EML success.
- 1.3.3 Establish protocols for and monitor collaborative cross-grade and cross-content (vertical and horizontal alignment) lesson planning.
- 1.3.4 Promote and support the incorporation of interactive, hands-on, collaborative, and joyful learning that builds EML passions, interests, and expertise. Phase out the use of passive learning approaches.
- 1.3.5 Support teachers in identifying and calendaring clear, specific, and accountable EML outcomes and target content for their grade level in each academic area.
- 1.3.6 Engage EMLs in self-assessment and reflection processes, including supporting them in organizing student-led progress conferences and presentations.
- 1.3.7 Provide EMLs with coherent and connected opportunities develop interest for college and career from grades TK-8<sup>th</sup>, including participating in career pathways.
- 1.3.8 Implement clear systems of support for teachers of EMLs in order to maximize EML success as defined in the Learner Profile.

#### 1.4 MULTILINGUALISM

Create coherent TK-8 multilingual pathways so that all students are able to achieve competency in a second or third language.

- 1.4.1 Create coherent TK-8 multilingual pathways so that all EMLs are able to achieve competency in a second or third language.
- 1.4.2 Strengthen our Spanish and world language instruction so that 8th grade EMLs are able to place in AP courses and meet the California Seal of Biliteracy requirements upon entering high school.
- 1.4.3 Increase the percentage of EMLs who successfully complete the pathway to the California Seal of Biliteracy by 8<sup>th</sup> grade and garner the California Seal of Biliteracy upon high school graduation.
- 1.4.4 Establish opportunities for all EMLs to participate in world language learning experiences that lead to multilingualism.
- 1.4.5 Add a third language to our dual language education offerings by the 27-28 school year.
- 1.4.6 Expand site, classroom, and home primary language library and instructional resources and support their use in the classroom and at home.
- 1.4.7 Showcase student excellence, including multilingual excellence.
- 1.4.8 Establish a process for regularly reviewing any programs or approaches that are producing LTELs, and either improve them or phase them out.
- 1.4.9 Establish EML reclassification within 5 years of participation in additive education as the standard expectation for progress.

1.4.10 In collaboration with the high school district, establish supports for EML and RFEP students to ensure they succeed.

## 1.5 TECHNOLOGY

Integrate technology teaching and learning across the curriculum so that every EML in grades TK–8th develops sufficient technological competency to use technology effectively to learn, create, innovate, and communicate across content areas and disciplines.

- 1.5.1 Ensure the consistent use of technology as a tool to support EML learning across content areas.
- 1.5.2 Ensure the use of technology with EMLs for high order level of learning that includes research, project-based learning, and curriculum-driven projects.
- 1.5.3 Establish EML technology mentors to assist staff and parents in integrating technology in classrooms and homes to support learning, creativity, innovation, and communication.

## GOAL 2: LEARNING ENVIRONMENT & SCHOOL CULTURE

Create and maintain safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments of high intellectual performance across all content areas and in all areas needed for 21<sup>st</sup> century success.

### 2.1 MULTI-TIERED SYSTEM OF SUPPORT (MTSS)

Implement an integrated and comprehensive framework that focuses on student-centered, differentiated, and competency-based learning to address the multiplicity of social-emotional, linguistic, cultural, and academic strengths and needs of our EMLs in grades TK–8.

- 2.1.1 Align the Multitiered System of Student Support (MTSS) with the Oxnard MÁS vision, values, & principles.
- 2.1.2 Develop and apply a system that ensures all SST members utilize an asset-orientation, focusing first on EML strengths, and review research-informed data through the lenses of culture and language on a regular basis.
- 2.1.3 Develop and identify tiered systemic enrichment and intervention for EMLs with resources to support at all sites.
- 2.1.4 Identify and utilize high-leverage practices and strategies that result in high levels of EML social-emotional skill development, including in executive function areas.
- 2.1.5 Establish a clear understanding of Tier 1 (good first teaching) culturally and linguistically sustaining instructional practices, enrichments, and interventions, including in the SST process.
- 2.1.6 Review and reframe EML interventions so they are expansive and asset- and enrichment-based rather than remedial, punitive, or narrow.

### 2.2 ACCESS, EQUITY, & INCLUSION

Maximize access to equitable and inclusive educational opportunities for EMLs in the general education setting while also providing specialized services where and when needed.

- 2.2.1 Monitor and address EML disproportionality in programs and services as well as levels of achievement and success to ensure meaningful access and success for all EMLs.
- 2.2.2 Maintain an equitable and inclusive environment that provides/optimizes and energizes participation for all EMLs.
- 2.2.3 Provide a well-articulated and broad array of extracurricular and extended day/year enrichment activities and options aligned to EML interests, needs, and the Learner Profile and supported by adult mentors and coaches.
- 2.2.4 Establish and fund the school libraries as community safe spaces to explore, learn, study, and engage. Ensure they are open extended hours for student/community maximum access. Ensure there are primary language resources available.
- 2.2.5 Create a system where all students in 6–8 settings, including EMLs have an elective.
- 2.2.6 Develop a college going culture for all EMLs and families that includes access to AVID/AVID strategies.
- 2.2.7 Design and implement core and support services to improve teaching and learning for EML homeless and foster youth.
- 2.2.8 Strengthen the role of school counselors in guiding EMLs as they apply for high schools and as they think about their desired future, and in ensuring EMLs are able to manage the emotional stress of the process.

## 2.3 RESTORATIVE PRACTICES

Design and implement with fidelity a Restorative Practices system that promotes and strengthens positive school culture, engages EMLs and parents actively in the process, enhances pro-social relationships within the school community, and reduces suspensions TK–8 for EMLs.

- 2.3.1 Define the OSD EML restorative practices system and train all staff, EMLs, and families on the system, its practices, and its processes, as well as their specific roles within that system.
- 2.3.2 Establish equity benchmarks in the areas of school climate, discipline, and engagement as they relate to EML success.
- 2.3.3 Design/offer alternatives to traditional suspension and detention that provide opportunities for EMLs to redeem themselves.
- 2.3.4 Create a safe and civil learning environment for all EMLs by integrating Positive Behavior Interventions Support System (PBIS), as part of our restorative practices system in every classroom and in every school.
- 2.3.5 Train staff in relationship-building and de-escalation techniques.

## 2.4 AFFIRMING LEARNING ENVIRONMENT

Create and implement an overarching school climate initiative intentionally centered on building positive relationships and advancing EML, staff, and family/community learning and growth aligned to the Learner Profile.

## EMPOWERS

- 2.4.1 Undertake a suite of coordinated climate improvement strategies designed to create exciting, energized, and supportive multilingual, multicultural school and community environments; reduce chronic absenteeism; and improve connections and relationships.
- 2.4.2 Create positive, supportive, and caring relationships between all EMLs, teachers, site leadership, district leadership, and families.
- 2.4.3 Design classrooms that reflect and teach about the cultures, languages, identities, lived experiences, and aspirations of our diverse students and families.
- 2.4.4 Create safe, welcoming, and inspiring classroom and school environments that establish and support positive connections and relationships among and between EMLs, staff, and families/community; prioritize and recognize effort/effort optimism, persistence, engagement, and a positive work ethic for EMLs, staff, and parents.
- 2.4.5 Design and implement a districtwide plan and climate that support quality health for all EMLs through healthy nutrition, safe environments, mental health supports, and comprehensive physical activities and that provides social-emotional and mental health support for EMLs and staff.
- 2.4.6 Improve the transition for all EMLs between elementary and middle school and middle school and high school.
- 2.4.7 Establish research-informed practices regarding the appropriate use of technology, especially at the early grades, to mitigate unintentional negative consequences for young students.

## 2.5 FACILITIES & GROUNDS

Maintain welcoming, beautiful, clean, and aesthetically inspiring schools, learning environments, and other district facilities and grounds.

- 2.5.1 Continue to evaluate and improve implementation of the Master Construct Plan, aligning it to Oxnard EMPOWERS and Oxnard MÁS.
- 2.5.2 Transform OSD campuses as up to date, inviting, aesthetically pleasing, and engaging campuses that by their appearance and design promote school pride among EMLs, students, and families and communicate clear behavioral expectations for EMLs and staff.
- 2.5.3 Develop a leadership and accountability strategy to empower EMLs to keep campuses clean and have them take ownership and responsibility for this.

## 2.6 STUDENT VOICES

Establish opportunities for diverse EMLs to develop their voice, leadership, and agency.

- 2.6.1 Establish opportunities and mechanisms for EMLs to participate in decision-making around issues where they are key stakeholders.
- 2.6.2 Bring visibility to a focus on equity by EMLs talking to their teachers and planning peaceful awareness and action events against inequity.

- 2.6.3 Expand the Superintendent Fellows program to include EMLs and mirror the diversity of Oxnard schools, including the diverse levels of formal and informal leadership exhibited by students from all types of backgrounds and circumstances.
- 2.6.4 At each site, support EMLs in staying motivated and making progress by establishing peer accountability groups that connect EMLs with similar goals and provide space and resources to help EMLs stay engaged and focused on meeting their goals.

### GOAL 3: GUIDANCE A & SUPPORT TO SITES & DISTRICT DEPARTMENTS

Provide strategic direction, guidance, and support to sites and district departments focused on improving the quality of instruction, interaction, and engagement in every classroom, in every school so that all EMLs reach high levels of academic excellence, multilingual achievement, global competency, and healthy identity development, agency, and voice.

#### 3.1 CULTURE OF EMPOWERMENT

Establish, support, and monitor a school, district, and community asset-based culture that lives the Oxnard MÁS way: excellence, multilingualism, possibility, opportunity, equity, and respect, and that utilizes the Learner Profile as a guide to developing excellence for EMLs.

- 3.1.1 Identify and implement a coherent strategy that builds a school culture of quality service, unity, support, perseverance, leadership, community, and accountability that includes EMLs.
- 3.1.2 Identify and implement effective, innovative, up-to-date practices designed to grow the capacity of our employees to live the Oxnard MÁS vision and values.
- 3.1.3 Strengthen and clarify expectations for and roles of the leadership team and identify and provide specific strategies and services to better support leadership team members in actively and successfully carrying out their responsibilities and maintaining positive relationships with each other.
- 3.1.4 Provide differentiated and ongoing training on the Learner Profile and how it pertains to EMLs: Awareness, Capacity, Mentoring.
- 3.1.5 Clearly illustrate for each grade level ELM group what learner profile-driven lesson design looks like.
- 3.1.6 Make learner profile-driven lesson design an integral part of "rounds" conducted by administrative and district staff.
- 3.1.7 Expand new teacher training to 3–5 days, continuing the "Learning from Ours" trainings and including learner profile-driven lesson design.
- 3.1.8 Conduct a districtwide cultural and linguistic assessment and act on the findings, continuing to nurture and expand bright spots, and taking action to improve in areas of need as they relate to EMLs.

#### 3.2 PROFESSIONAL LEARNING & SUPPORT

Implement a coherent professional development program for teachers, support staff, and administrators designed to improve the district's capacity to implement the strategic plan recommendations fully and equitably for EMLs.

- 3.2.1 Provide professional learning opportunities to certificated and classified employees across the system, designed to improve their ability to consistently enact and demonstrate the Oxnard MÁS essentials.
- 3.2.2 As part of our professional development plan, provide coherent opportunities for staff at all levels to gain knowledge and skills in culturally and linguistically sustaining approaches that value and respect ALL EMLs and their families; and apply their new knowledge and skills to further social justice, equity, and inclusion.
- 3.2.3 Provide training to front office and counseling staff, Parent Liaisons, and other personnel responsible for communicating with parents of EMLs to enable them to better counsel parents on Oxnard MAS and its key program models/pathways and options.
- 3.2.4 Develop an OSD Leadership Pipeline that provides opportunities for advancement for classified, certificated, and administrative staff working with EMLs as well as opportunities for staff to expand their instructional, strategic, visionary, and organizational leadership capacities to serve EMLs.
- 3.2.5 Develop/adopt, pilot test, and train staff on the use of a classroom observation protocol to ensure consistency and quality of implementation of the Oxnard MÁS pedagogical principles.
- 3.2.6 Annually re-assess professional learning and support needs related to implementation of the Oxnard MÁS expanded mindset, essentials, through lines, pedagogical principles, and high-leverage practices.
- 3.2.7 Design, implement and formalize peer mentoring across the different departments in our system to better serve EMLs.
- 3.2.8 Implement clear systems of support for our Special Education teachers in order to maximize EML success as defined in the Learner Profile
- 3.2.9 Establish a program to support existing staff in developing high levels of proficiency in Spanish and other languages of our students.
- 3.2.10 Offer more opportunities for high-quality teacher coaching in learner profile-driven lesson design for EMLs.
- 3.2.11 Provide professional development on student profile and its application to EMLs to new hires and staff on a yearly basis.
- 3.2.12 Maximize positive relationships by providing teaming opportunities to employees across departments, careers, and positions.
- 3.2.13 Provide staff at sites with communication trainings, including "Work Together" training, to get along.
- 3.2.14 Ensure that every staff person receives the appropriate job-related training.

### 3.3 RECOGNITIONS

Develop a monthly and yearly comprehensive school, staff, EML, and parent/community member recognition and appreciation program that highlights successes, achievements, and accomplishments, especially as they relate to the Learner Profile.

- 3.3.1 Establish a system of EML staff recognition and appreciation that lifts up staff who are improving their skill and expertise, provides support and mentoring to those needing it, and gracefully coaches those who won't or can't improve into other more satisfying professions.



- 3.3.2 Establish a system of EML, parent, and community recognition and appreciation that lifts that highlights those who are achieving success and making contributions.
- 3.3.3 Secure community/business partner "champions" to support the recognitions with a variety of awards and resources.
- 3.3.4 Participate in local, state, and national recognition events and feature EMLs.
- 3.3.5 Celebrate small victories and milestones on the path to reaching bigger goals.
- 3.3.6 Establish specific expectations regarding how often district leadership (Board, superintendent, cabinet, and key others) will visit schools to recognize school, staff, and EML successes.

### 3.4 STUDENT ASSESSMENT

Adopt and consistently use a set of TK–8 performance–based rubrics/matrices to measure EML growth/progress on the Learner Profile traits, identify artifacts/products, benchmarks and metrics at each grade level, and improve instruction.

- 3.4.1 Redesign report cards so they are parent–friendly, self–explanatory, include progress on meeting the Learner Profile, and are competency–based.
- 3.4.2 Identify and develop the artifacts/products, benchmarks, and metrics for each of the Learner Profile traits for EMLs at every grade level.
- 3.4.3 Identify a diverse group of classrooms serving EMLs to conduct a trial use of the rubrics/matrices, gather feedback for improvement purposes, and refine the rubrics/matrices.
- 3.4.4 Roll out the rubrics/matrices with training and assistance.
- 3.4.5 Engage staff in designing consistent opportunities to illustrate the learner profile TK–8 with EMLs and in collaboratively discussing EML work to sharpen and refine their own instruction.
- 3.4.6 Based on the Learner Profile, design and implement a performance–based assessment system that supports EMLs in demonstrating their accomplishments and competency, eventually phasing out more traditional and limited assessments.
- 3.4.7 Implement asset–oriented ELM assessment practices.
- 3.4.8 Build informal authentic assessments into all ELM lesson plans.
- 3.4.9 Increase EMLs' assessment literacy, agency, and investment by engaging them as collaborators in their own learning and growth, thereby better position them for active classroom engagement.
- 3.4.10 Create coherent protocols (including digital methods) to share ELM assessment outcomes with ELMs and parents in student– and parent–friendly language, starting at TK and continuing through 8<sup>th</sup> grade.

### 3.5 SUPPORT TO SITES

Provide strategic direction, support, staffing, and funding for site leaders and staff, focused on improving the quality of instruction and interaction for EMLs in every classroom and school learning space.

## EMPOWERS

- 3.5.1 Establish a base level of EML staffing, funding, safety (emotional, physical, and intellectual), library and instructional resources, and other support for each type of site, and set aside contingency funds to assist school sites with resources, services, and facilities needed in order for the sites to deliver what is promised in Oxnard MAS
- 3.5.2 Organize district office supports and services in order to provide consistent, clear, and tangible support to site leaders and to EML staff at the school and classroom level.
- 3.5.3 Strengthen the academic robustness and options available to EMLs at every site so that all Oxnard schools are seen as academically desirable within and beyond the Oxnard School District borders.
- 3.5.4 Support site administrators with systems to guide, support, and monitor teacher practice and reflection on EML engagement, achievement, and 21st century success as defined by Oxnard MÁS and the Learner Profile.
- 3.5.5 Conduct an assessment of current EML programs to determine their alignment to Oxnard MAS and their potential for achieving the Learner Profile vision of EML success for all groups of EMLs we serve.
- 3.5.6 Revise the SPSA to reflect the Oxnard MAS expanded mindset, essentials, through lines, strategic goals, recommended actions, and pedagogical principles.
- 3.5.7 Develop and roll out a shared accountability process and strategies designed to support sites in achieving the Oxnard MAS vision, values, and strategic goals.
- 3.5.8 Identify and provide the additional staffing, programmatic, equipment, materials, and funding support that struggling schools need to become high performing with regard to EMLs.
- 3.5.9 Provide a safe and confidential space for a Health Clinic on every campus, with access to an onsite bilingual school nurse, school psychologist, and emotional counselor.

### GOAL 4: FAMILY/COMMUNITY ALLIANCES FOR STUDENT SUCCESS

Create and grow family and community alliances focused strategically on their collaborative leadership role in supporting and promoting success for all EMLs, as defined by the Oxnard Learner Profile.

#### 4.1 LEARNER PROFILE ALLIANCES

Identify community, higher education, and business partners to serve as leads over multiple years in developing resources and support in and out of the classroom to assist teachers and EMLs in amplifying the learner profile traits.

- 4.1.1 Develop modules that explain each of the Student Profile traits and how parents and community/business partners can provide community-based internships and other similar opportunities for EMLs to develop those traits.
- 4.1.2 Identify parent and community/business leaders to create a booster-type club for the Learner Profile.
- 4.1.3 Provide training to parent and community/business leaders on how to build effective and sustainable alliances.
- 4.1.4 Identify no- or low-cost resources and other materials available in the community to support development of the Learner Profile traits.
- 4.1.5 Actively pursue foundation and grant funding to support the establishment and functioning of strong parent and community/business alliances to support the Learner Profile.



## 4.2 FAMILY ENGAGEMENT & SUPPORT

Create family engagement opportunities that address community aspirations and needs.

- 4.2.1 Revise/adapt the current Family Engagement Framework so it is consistent with Oxnard MÃS and align the current Family Engagement and Parent Support Services to that revised framework.
- 4.2.2 Design structures and spaces at every site to promote and ensure parent voice, agency, involvement, and leadership development for parents of EMLs.
- 4.2.3 Develop coherent classroom- and school-based opportunities for parent participation and involvement in EMLs' learning lives as well as for showcasing strengths, talents, and expertise of parents of EMLs.
- 4.2.4 Ensure participation, involvement, and support of our African American, Mixteco, Asian-Pacific Islander and Emergent Multilingual Learner parents in the different aspects of their children's education.
- 4.2.5 Educate all staff on the benefits of family/community engagement with targeted focus on engaging parents of EMLs.
- 4.2.6 Develop a strategy to increase/expand EML parent engagement each year for the next five years and staff/fund it appropriately.
- 4.2.7 Organize engagement and celebratory site events designed to engage parents, EMLs, and staff in a joyful environment and support achievement of the student profile.
- 4.2.8 Provide training and support to EML parents to expand and enhance their technological skills and access to resources.

## 4.3 PARENT/FAMILY RESOURCES

Create resources and tools and mobilize staff to support EML parents from underserved or marginalized groups with their child's learner profile success and train them to become educational partners, while providing incentives for continued support in educational partnership.

- 4.3.1 Identify underserved EML groups and create resources to include and engage them.
- 4.3.2 Create culturally and linguistically sustaining resources, tools, and incentives to help parents support their EML child's Learner Profile success: laptops, computers, books, iPads, and tutoring.
- 4.3.3 Charge identified departments with training and assisting parents of EMLs to become educational partners with the district.
- 4.3.4 Create a protocol to be able to provide/sell outdated technology and other resources to parents.

## 4.4 COMMUNITY PARTNERSHIPS & RELATIONSHIP BUILDING

Launch a community engagement initiative to build a strong positive and supportive community by creating a welcoming school environment and strong relationships with community organizations and businesses.

- 4.4.1 Create a consistently welcoming atmosphere at all school sites and district offices, including consistently greeting visitors in culturally and linguistically competent ways.

- 4.4.2 Establish a (Learner Profile) community stakeholder advisory group that includes parents of EMLs and incorporate stakeholder visits (presentations) to parent and student groups.
- 4.4.3 Organize/plan and coordinate field trips for parents, community members, EMLs, and staff to build community.
- 4.4.4 Showcase school sites with exceptional EML family/community engagement.
- 4.4.5 Showcase EML stories that exemplify Learner Profile-focused community partnerships.
- 4.4.6 Establish a community/business/district partnership that supports Oxnard MÁS by providing parent/teacher events, internships, trainings, job fairs and other activities/programs that specifically support the Learner Profile.

#### 4.5 HIGHER EDUCATION

Establish partnerships with local colleges and universities to enhance educational opportunities to improve and accelerate EMLs' mathematical, analytical, media, linguistic, artistic, and other skills and to offer mentorship opportunities.

- 4.5.1 Build a partnership with local universities and/or colleges - i.e., field trips, college courses or mini-courses, "I'm going to college day", and so forth designed for EMLs and their parents.
- 4.5.2 Invite the local CSU and community college district staff and faculty to present at school sites - including any career programs.
- 4.5.3 Enlist college students to mentor EMLs in specific Learner Profile areas.
- 4.5.4 Identify college/university facilities, programs, lectures, and other events that support our unit of studies, such as an observatory, art museum, dance performance and enter into agreements with the colleges/universities to make those accessible to Oxnard EMLs and staff.
- 4.5.5 Develop partnerships with colleges and universities to provide assistance to EMLs with college preparation, college admissions, and financial aid applications.
- 4.5.6 Organize family visits to colleges, business, trade schools, etc. to make EMLs and their parents more aware of their options and expectations.

#### 4.6 FAMILY/COMMUNITY COMMUNICATIONS

Create and implement a portfolio of comprehensive, consistent, friendly, and informative social media, radio, print, and one-to-one communication vehicles, protocols, and strategies to strengthen two-way communication with and among district/sites and EML families.

- 4.6.1 Design and conduct annual family and EML surveys to surface needs and concerns and identify family/community and EML strengths and resources.
- 4.6.2 Create a menu of parent education classes and events for parents of EMLs and disseminate it widely.
- 4.6.3 Develop a toolkit for parents of EMLs that includes specific strategies and resources parents can use to support their students in meeting grade-level and Learner Profile outcomes.
- 4.6.4 Develop an interactive app of the Learner Profile to show EML progress on each trait.

- 4.6.5 Provide EML-specific information based on real EML work on progress reports.
- 4.6.6 Revamp and maximize the accessibility to the district's website as a conduit of information for all EML families and community members.
- 4.6.7 Communicate Learner Profile success on media, social media, radio, and TV. Show a list of businesses that support OSD's EMLs.
- 4.6.8 Incorporate communication strategies for parents of EMLs into every site's school plan (SPSA).

## GOAL 5: TRANSFORMATIVE LEADERSHIP & INFRASTRUCTURE

Create a coherent and sustainable districtwide infrastructure and culture to support and communicate the district's identity and strategic work on behalf of all students, including EMLs; facilitate strategic plan implementation; monitor progress and assess effectiveness and sustainability; and position the district as a leader in equitable and excellent EML education.

### 5.1 STRATEGIC PLAN IMPLEMENTATION

Establish a strategic plan implementation monitoring system capable of providing timely and easily accessible and understandable implementation and impact data that reveal patterns, insights, and implications about our level of organizational effectiveness, efficiency, and impact, and that support continuous improvement, especially as these relate to and affect EMLs.

- 5.1.1 Establish an Oxnard MÁS implementation and oversight structure and Leadership Team composed of an Oxnard MAS Lead, Strategic Goal Leads, and Action Leads that meet regularly to assess progress and trouble shoot.
- 5.1.2 Support monitoring processes and protocols and develop an annual report on progress on Oxnard MÁS.
- 5.1.3 Make Oxnard MAS progress a standing agenda item for cabinet, faculty, leadership teams, SSC, DELAC, and ELAC meetings.
- 5.1.4 Calendar and conduct periodic EML and community forums to surface concerns and communicate progress on Oxnard SD's transformation with regard to EMLs.
- 5.1.5 Partner with a researcher to document the Oxnard MÁS story and create a historical narrative of our transformation.
- 5.1.6 Develop and implement a fund development strategy (i.e., grants, donors, sponsors, advertisers) to grow the organization's fiscal resources sufficiently to fund Oxnard MAS activities and make us a fiscally healthy and sustainable organization.

### 5.2 DISTRICTWIDE COHERENCE

Build a culture of coherence across the district and create and communicate clear expectations of what "Equitable & Excellent Education" means in terms of behavior and results, especially with regard to EMLs.

- 5.2.1 Adopt and implement the eight core/essential pedagogical principles districtwide to support powerful, equitable, and culturally and linguistically sustaining teaching and learning for all EMLs. (See 1.1.1 for a list of the 8 principles.)
- 5.2.2 Develop and implement a process for ensuring districtwide coherence and consistency based on Oxnard MÁS.
- 5.2.3 Provide structured planning/collaboration time across school sites and job families to better support EML success.
- 5.2.4 Create a digital or hard copy instructional handbook that includes information about the Oxnard MÁS framework and priorities, pedagogical principles and practices, assessment processes and protocols, model lessons, enrichment/intervention resources, and instructional procedures.
- 5.2.5 Implement consistent procedural practices and expectations to support the Oxnard MÁS vision and values.

### 5.3 ACCOUNTABILITY & PROGRESS MONITORING

Develop a districtwide accountability and progress monitoring system, complete with tools and protocols, to assess and refine implementation and impact of each of the district's strategic goals and for district leadership to engage in reflection on and assessment of fidelity to Oxnard MÁS fundamental elements, progress on its action plans, and responsiveness to changing/evolving strengths, opportunities, and challenges.

- 5.3.1 Develop an implementation and monitoring matrix that shows what is being implemented, when, how, by whom, and to what level of impact with regard to EMLs.
- 5.3.2 Establish growth/impact baselines for all areas we are monitoring, and analyze impact data to see the level of impact being achieved for EMLs by various programs, projects, initiatives, etc. From this analysis, determine whether we continue to support certain approaches/programs as is, whether they need modifications, or whether we phase them out.
- 5.3.3 Develop long-term and short-term goals and data points.
- 5.3.4 Do ongoing progress monitoring of implementation.
- 5.3.5 Develop a plan and/or calendar of events well in advance and schedule specific checkpoints to ensure goals are met.
- 5.3.6 Implement and support shared accountability strategies to ensure teacher and leadership development.
- 5.3.7 Evaluate implementation of our programs on a yearly basis. Review EML outcomes, instructional practices and pedagogy, and consistency of high-quality implementation and make recommendations for improvement based on that review.
- 5.3.8 Assess the accuracy of our districtwide and site data and where the margin of error is unacceptable, provide modifications and fixes or identify alternatives
- 5.3.9 Develop a system, protocol, or process to monitor the progress/success of EMLs in high school and beyond.

### 5.4 HUMAN CAPITAL

Recruit, hire, train, and retain EML personnel that are highly skilled, diverse, multilingual, skilled at relationship

building, and who value and practice equity and inclusion.

5.4.1 Align staffing and investments with the learner profile and the vision for EML success.

5.4.2 Develop a recruitment and staffing system based on EML needs and guided by the Learner Profile.

5.4.3 Develop a staff placement protocol to ensure that teacher placement is aligned with EML and site strengths and needs.

5.4.4 Create or expand a new employee onboarding and orientation process for certificated and classified staff and substitutes that includes training related to EMLs, year-long ongoing coaching and mentoring, and supports staff retention in EML programs/services.

5.4.5 Develop an employee handbook to orient staff to Oxnard MÁS and the Learner Profile, articulate clear performance and climate expectations as well as district protocols and procedures, and provide support resources.

5.4.6 Strive to maintain stable teacher and site administrator assignments in EML programs/services to promote belonging and stability for EMLs.

5.4.7 Provide additional in-class support staff as needed to support increased EML achievement.

## 5.5 COMMUNICATIONS

Develop and implement a comprehensive and systematic communications and marketing plan, including social media, for Oxnard School District to achieve our vision for EMLs and strengthen our presence, influence, and impact.

5.5.1 Identify EML-related communication/messaging strengths and barriers for all staff and educational partners. Build on the strengths to dismantle the barriers.

5.5.2 Establish/create systemic EML-related communication and planning between departments outside cabinet, etc.

5.5.3 Identify learner profile expectations for each grade level with friendly language for EMLs, teachers, and parents.

5.5.4 Communicate vision and details of Oxnard MÁS elements to educational partners continuously in multiple ways.

5.5.5 Provide community meetings together (city, school, Oxnard Police Department, community, neighborhood), focused on EML progress and success.

5.5.6 Provide good, consistent EML-related communication between administration, staff, parents, and EMLs.

5.5.7 Respond to education partner input in a timely, transparent manner.

5.5.8 Reach out to the community frequently for constructive and actionable feedback, positive or negative.

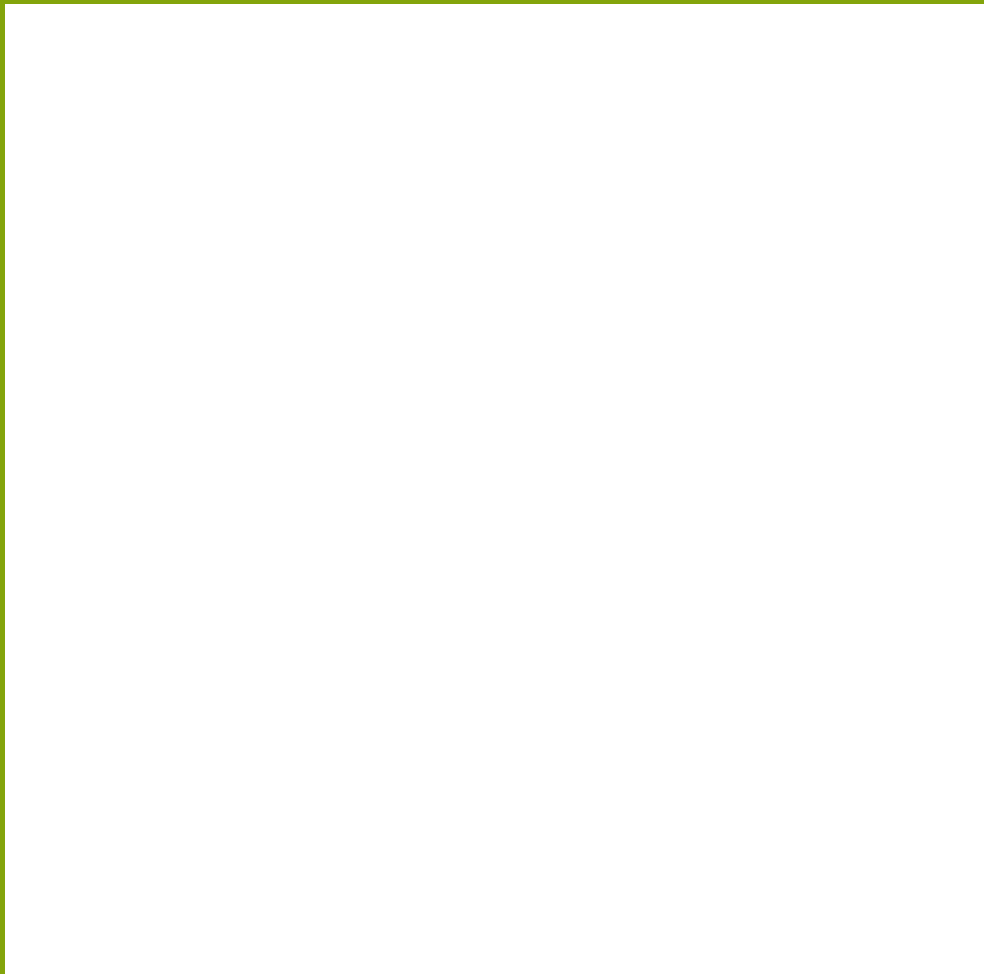
5.5.9 Gather ideas from each job family on how they see their role in supporting each strategic goal. Provide examples of how different job families can support each goal in Oxnard MÁS.

5.5.10 Frequently gather staff, EML, and parent input (street-level data) to accurately assessment what's working and what's not.

## 5.6 FINANCE & TECHNOLOGY INFRASTRUCTURE

Ensure that our financial and technology infrastructure is healthy and primed to support implementation of the district's EML Master Plan.

- 5.6.1 Develop a long-term strategy to maximize our fiscal resources by aligning allocation of resources to the goals of Oxnard MÁS and by monitoring the cost effectiveness of our strategies.
- 5.6.2 Develop partnerships with agencies that will support the goal of becoming energy and cost effective and efficient.
- 5.6.3 Build a solid reserve for times of uncertainty.
- 5.6.4 Design a technology plan aligned to Oxnard MÁS that supports our master plan goals and identifies the management and EML information systems to be acquired and put in place across departments.
- 5.6.5 Strategically use technology as a mechanism to maximize EML equity, effectiveness, efficiency, and productivity at all levels of the organization.





## OVERVIEW

One of our five core values is our belief in our students' unlimited potential for academic achievement, multilingualism, sociocultural competence, and critical consciousness. We believe multilingualism and sociocultural competence are individual, community, national, and global assets. We recognize that when students can achieve fluency in two or more languages, students, families, and communities benefit in multiple powerful and life-changing ways. Those benefits also accrue to our society and our world, transforming the way that we as human beings relate to each other across all our differences.

Multilingual learning is addressed in five of our six strategic goals, and Recommendation 1.1 specifically directs us to implement multilingual pathways at all schools. In other key recommendations, we underscore the need to implement innovative and high leverage programs, in order to ensure the development of high levels of multilingualism for all students, and in particular for our Emergent Multilingual Learners.

Clearly, this is a major long-term task, given the number of schools in the district. For this reason, it is imperative that we design an actionable plan and commit as a district to leading that implementation district-wide and guiding and supporting sites in local implementation efforts aligned to the plan. The district has already established a districtwide Biliteracy Initiative (BI) intended to transform all of its schools into dual language education schools. This effort fits into the district's desire to establish comprehensive TK-8 multilingual learning pathways and support programs aligned to the California English Learner Roadmap Policy<sup>12</sup>.

While currently a significant number of Emergent Multilingual Learners still lack the necessary support to create equitable learning outcomes, we anticipate that the establishment of these multilingual learning pathways at all schools will dramatically improve outcomes not only for Emergent Multilinguals but for all participating students, thereby improving District outcomes as a whole.

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<sup>12</sup> Appendix 8 provides a matrix showing how/where Oxnard MÁS aligns to the California English Learner Roadmap Policy.



## THE EVIDENCE

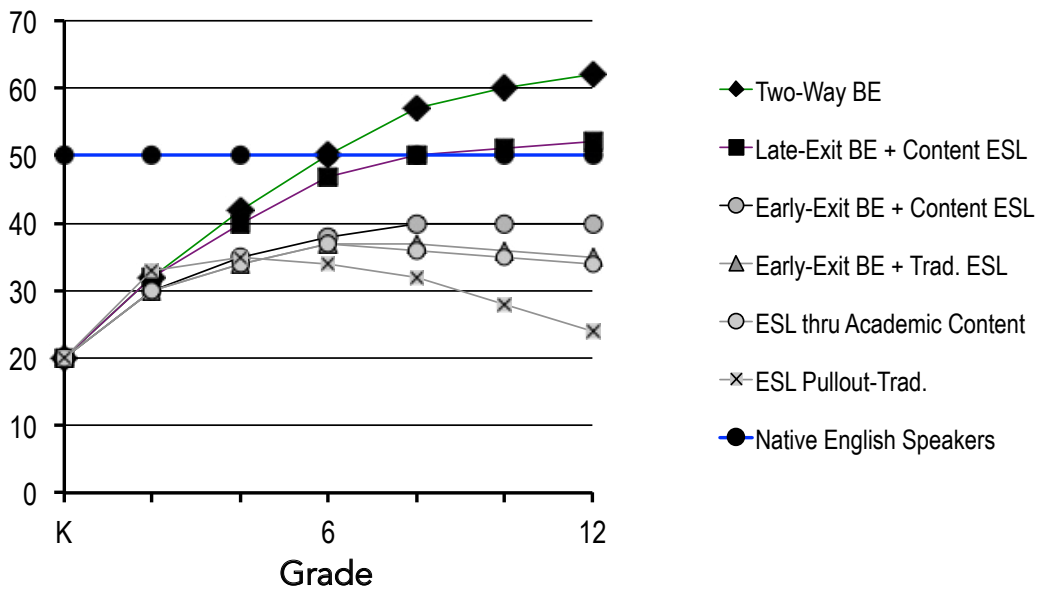
The national and international research evidence is clear that Emergent Multilinguals who are not part of additive dual language education programs do not fare well. Additionally, the evidence of the multiple and long-lasting benefits of a multilingual education for all students is compelling. Oxnard's Biliiteracy Initiative acts on this dual research base, moving over time to ensure all its students, both native English speakers and Emergent Multilingual Learners have access to additive programs designed to develop healthy, high-achieving, and bilingual/biliterate world citizens.

What we know is that although there are a wide array of Emergent Multilingual programs currently which Oxnard School District can choose to implement, not all of them have the power to produce the Emergent Multilingual results envisioned in Oxnard MÁS. One set of research studies by Dr. Virginia Collier and Dr. Wayne Thomas reflects our current evidence base nationally and internationally about what works for Emergent Multilinguals<sup>13</sup>. This national study of program effectiveness for Emergent Multilinguals was initially conducted in five school districts throughout the United States. It included over 210,000 student records. The study reviewed different program types for language minority students. Additional studies now include over 6.2 million student records in 35 school districts in 16 states including urban, suburban and rural districts. It makes abundantly clear that the type of program matters, that different programs have very different impacts on student achievement.

In the table below, the heavy line at the 50th NCE represents the average performance of native English speaking children making one year's progress per grade. This is the norm. Each of the various lines grouped together at the 20th NCE represents a different English Learner program model, ranging from ESL pullout to Dual Language programs (Two-Way BE on this graph). We see that all students start off making strong, accelerated progress, and if we only look at program effectiveness in the short term, it appears that it doesn't much matter what sort of program we provide to students. But by 4th grade, some groups of students are making more accelerated progress, while others are leveling off. By 6th grade, some groups are getting further and further away from ever reaching expected grade level proficiency in English. By 8th grade, some groups are shooting ahead, while others are beginning an achievement slowdown that continues through 12th grade, and that in some cases, actually leads to a larger achievement gap the longer they're in school. We see that only two program types actually help students achieve expected grade level proficiency in English: Two-Way Dual Language Programs, such as that currently being implemented in Oxnard SD, and Developmental Bilingual Programs, also known as One-Way Dual Language Immersion Programs. Structured English Immersion Programs, such as those implemented for most Emergent

<sup>13</sup> The research is explored in more depth in the research section of this plan.

Multilinguals nationally, yield even poorer outcomes than the lowest performing program, ESL Pullout, featured in the Collier/Thomas data set.



One other point about this research: When the researchers looked at native English Speakers in the two-way model, the results surpassed those of the Emergent Multilinguals. It's important to know that this research extends beyond just Emergent Multilinguals to every group of students, including special needs students. Every group of students does better in multilingual programs. In fact, when the researchers looked at the results for African American students, these children outperformed their peers who were NOT in multilingual programs. Why is this? Powerful multilingual programs are actually ADDITIVE, enriched education programs aligned to the four key goals that the Oxnard community wants for its children: (1) proficiency in two or more languages, (2) academic achievement and college/career readiness, (3) global, multicultural, and sociocultural competence, and (4) learner agency and confidence.

# IDENTIFICATION, ASSESSMENT, & PLACEMENT, & RECLASSIFICATION OF STUDENTS<sup>14</sup>

## IDENTIFICATION, ASSESSMENT, & PLACEMENT<sup>15</sup>

Proper identification and assessment of students' language status is a foundational component for ensuring appropriate placement and access to services. At the time of enrollment, California schools are required to determine the language(s) spoken in the home by each student. For students in homes where another language is spoken, the level of proficiency in English must be determined and an appropriate program placement made. This section articulates this process of initial identification and assessment of the language and academic status of students in Oxnard School District. Student enrollment and assessment takes place at the student's attendance area school. The district has identified the following steps to support the proper identification and assessment of Emergent Multilinguals.<sup>16</sup>

### STEP 1: Registration, Including Completion of the Home Language Survey

Parents enroll their children online or at the Oxnard School District Enrollment Center. Parents complete the district's registration forms, including a Home Language Survey (HLS), as required by state law. This survey is completed the first time the parent enrolls the child in a California school, and the results are maintained thereafter. If the parent has completed the Home Language Survey more than once, the first survey the parent completed is used in this step (unless for some reason it is not available).

If the answers to Items 1, 2, and 3 are "English", the child is classified as English Only (EO). If Item 1, 2, or 3 on the Home Language Survey is answered with a language other than English, the student will be moved into further assessment to determine the student's English proficiency. When a parent indicates a language other than English or Spanish, the parent

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<sup>14</sup> Throughout this section a general deficit-orientation and deficit-based terms (such as, 'English Learners' and 'Limited English Proficient' to refer to 'Emergent Multilinguals') where content and language comes from or pertains to state and federal laws and policies which continue to use these deficit-based terms.

<sup>15</sup> A flowchart for this process is available in Appendix 4.

<sup>16</sup> In OSD, we use the term Emergent Multilingual Learner; however, California still uses the deficit term English Learner.

will complete an Informal Primary Language Survey (EL-02a). The Informal Primary Language Survey (EL-02a) will be completed by the parent and used as a tool to determine further assessment of English. At the time of enrollment parents will view a video informing them of the different program options available in Oxnard School District. Placement recommendations are described in Appendix 5.

### STEP 2A: English Language Proficiency (ELPAC) Assessment

State regulations require that if the student's Home Language Survey indicates that a language other than English is used at home, the student's English language proficiency level must be assessed within 30 calendar days of initial enrollment<sup>17</sup>. At the time of enrollment, if the student is an initial enrollment, the parent will be notified through the ELPAC Initial Assessment Notification (EL-05) that their child will be given the district official assessment ELPAC. English language proficiency is assessed at the school site or district by trained personnel. Every effort will be made to make the enrollment and initial assessment process as convenient as possible for parents and children. Currently the assessment used to determine initial English proficiency is the English Language Proficiency Assessments for California (ELPAC). This is a standards-aligned language proficiency test designed to measure the English proficiency of non-native speakers. State and federal law require that local educational agencies administer a state test of ELP to eligible students in kindergarten (or year one of a two-year kindergarten program, sometimes referred to as "transitional kindergarten") through grade twelve (ages 3-21). The ELPAC is aligned with California's 2012 English Language Development Standards, and is comprised of two separate ELP assessments:

- Initial Assessment (IA)—an initial identification of students as Emergent Multilingual Learners.

**Who:** Students will take the Initial Assessment if the student has a primary language other than English AND the student has not taken the ELPAC before, AND the student has not been classified before as an Emergent Multilingual Learner.

**What:** The Initial Assessment is used to identify students as either an Emergent Multilingual Learner who needs to support to learn English, or as proficient in English.

**When:** Students are given the Initial Assessment within 30 days of when they enroll at the school.

**Why:** Identifying students who need help learning in English is important so that these students can get the extra help they need to access the full curriculum. Every year students who have been identified as Emergent Multilingual Learners will take the ELPAC summative assessment to measure their progress in learning English.

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<sup>17</sup> Kindergarten registration is an exception and is described in a separate section.

- Summative Assessment (SA)—an annual summative assessment to measure an Emergent Multilingual Learner’s progress in learning English and to identify the student’s ELP level.
  - Who:** The Summative Assessment is given to students who are identified as an Emergent Multilingual Learner on the Initial Assessment.
  - What:** The Summative Assessment is used to measure the skills of Emergent Multilingual Learners. The results will help tell the school or district if the student is ready to be reclassified as proficient in English.
  - When:** Students who are Emergent Multilingual Learners are given the Summative Assessment every spring between February and May until they are reclassified as English proficient.
  - Why:** Identifying students who need help learning in English is important so these students can get the extra help they need to access the full curriculum. Every year, students who are Emergent Multilingual Learners will take the ELPAC summative to measure their progress in learning English.

The ELPAC tests four different areas: Listening, Speaking, Reading, and Writing. The child receives a score for each part of the test as well as an overall proficiency score. The score types include raw score, scale score, and proficiency level. Based on their performance on the ELPAC, students will receive a score of 1–4 in each area, with 4 being the highest and 1 the lowest score

Level 4: Emergent Multilingual Learners at this level have well–developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Bridging” proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (CA ELD Standards).

Level 3: Emergent Multilingual Learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate in meaningful ways in a range of topics and content areas. They need light–to–minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Expanding” proficiency level through the lower range of the “Bridging” proficiency level as described in the CA ELD Standards.

Level 2: Emergent Multilingual Learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the low- to mid-range of the "Expanding" proficiency level as described in the CA ELD Standards.

Level 1: Emergent Multilingual Learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the "Emerging" proficiency level as described in the CA ELD Standards.

The student receives a score for each part of the test (listening, speaking, reading, writing) as well as an overall score. Students also receive an Individual Proficiency Test (IPT) in Spanish if they have a primary language of Spanish or Mixteco. (We do not provide preliminary ELPAC scores.)

ELPAC results are maintained in the district's student information system for future use in monitoring student progress and in program evaluation. All students with a home language other than English, including students with an Individual Education Plan (IEP), will be assessed with the ELPAC. On the basis of the English language assessment, students are classified as either Initially Fluent in English proficiency (IFEP), Reclassified Fluent English Proficient (RFEP), or Emergent Multilingual Learner (EL). A student is classified as IFEP if the ELPAC scores are well-developed on each of the four subtests. A student is identified as EL if the overall level is somewhat to moderately developed or below. Emergent Multilingual Learners proceed to Language Classification and Determination of Recommended Placement in an Emergent Multilingual Learner Program/Pathway. (Step 3)

### *Initial Program Placement*

Currently, upon completion of enrollment, a meeting is held with the parents to provide them with a description of the program placement options and allow them to make an informed choice of which program they prefer for their child. This information is provided to parents on a Parent Notification of Primary Language Test Form (EL-03 Initial Parent Notification of Student Placement Form), in a language understandable by the parent. If the student is an initial enrollment, the parent



will be notified through the ELPAC Initial Assessment Notification (EL-05) that their child will be given the district official assessment ELPAC.

Currently program options available in English instruction are Sheltered English Immersion program for students who have minimally or somewhat developed English skills or English Language Mainstream<sup>18</sup> for students who have moderately or well-developed English skills.

Parents who wish to place their English Learner child in an alternative program of primary language instruction<sup>19</sup>, rather than in a program taught overwhelmingly in English, may request such instruction. This information is provided orally and in writing.

For families wanting a Spanish bilingual program the Dual Language Immersion program is available. This program is open to students based on availability. For students in 2nd grade and above, students must be tested in reading and writing abilities in Spanish and placement in the DLI program must be approved by the Director of Teaching & Learning.

OSD also offers a Newcomer Program in grades 3-5 and 6-8 (see pp. 119-120 for detailed descriptions). This program will be offered to parents of students new to the country (less than 2 years in U.S. schools) who are looking for an English acceleration program for their children.

EML students will be assigned to the program decided on by the parent's informed<sup>20</sup> preference, eligibility of student for the program, and available space within the program chosen.

The district intends to review its placement processes to determine what changes should be made in order to ensure that every student is placed in the most powerful program/pathway available and that parents are fully informed of the long-

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<sup>18</sup> Part of the parent notification process is to inform parents that these represent subtractive programs that research indicates result in less-than-optimal academic results for Emergent Multilingual Learners.

<sup>19</sup> At the present time, OSD continues to use "alternate program" to refer to primary language/dual language programs. With its focus on multilingualism and the use of research validated additive programs, the district is moving to making these programs the default programs/pathways and phasing out subtractive program options such as those where instruction is primarily provided in English.

<sup>20</sup> Parents are informed of the academic, linguistic, and social-emotional consequences of the different types of available programs, as reflected by current research findings, of the difference between subtractive and additive programs, and the overwhelming and long-lasting benefits of achieving proficient bilingualism/multilingualism.

term academic, intellectual, social, and other consequences of placement in programs/pathways that have been shown to be less effective than others. As new processes and procedures are established, the district will also establish the infrastructure to ensure that all site administrators and staff are knowledgeable about and implementing the placements and that enrollment center staff are fully trained and equipped with the knowledge and skills to communicate about this successfully with parents and other staff.

#### STEP 2B: Primary Language Proficiency Assessment

All students with a home language other than English are assessed to determine their English proficiency. An initial assessment is administered to students as soon as test is available from the State of California testing site Test Operations Management System (TOMS). Students also receive an Initial Proficiency Test (IPT) in Spanish if they have a primary language or Spanish or Mixteco. Once official results have been received, the parent is notified via mail. In addition to the results the parent will receive a copy of the Parent Notification of English Language Testing Form (EL-03 Initial Parent Notification of Student Placement Form). This written notification is available in English and Spanish. A copy of this notification is placed in the student's English Learner file in the CUM. The assessment results are imported from the State of California testing site, Test Operations Management System (TOMS) in the student data system and maintained in the student's English Learner folder inside the CUM folder for future use in monitoring of student progress and program evaluation. The results are used to determine the student's level of literacy development in English. The purpose of administering these assessments is to provide additional information critical to making an informed decision about the most appropriate support for the student, given the district's move to multilingual pathway options.

#### STEP 3: Language Classification & Determination of Recommended Placement in an Emergent Multilingual Program/Pathway

The results of the Home Language Survey and the English and primary language assessments (and any other information related to prior schooling, including transcripts, if available) are used to determine the optimal support for students.

#### STEP 4: Parent Notification of Initial Results

Parents must be notified no later than 30 days after the beginning of the school year (or, if the student has enrolled during the school year, within two weeks of the student being placed in program) of the results of the student's initial English and home language proficiency assessments, and program placement recommendation. Parents are notified by letter of the assessment results, and given a written description of the recommended program placement, the available program options,





and the benefits and consequences of each. This information is available in English and Spanish. A meeting may be requested.

### STEP 5: Program/Pathway Placement

Because of the negative linguistic, academic, and social consequences that accrue to students, families, and our community when Emergent Multilinguals are placed in subtractive schooling contexts, the district will make every effort to ensure that every Emergent Multilingual has access to an additive program while enrolled in Oxnard schools. Additive programs that are part of the district's comprehensive plan for multilingual pathways include a variety of biliteracy programs, heritage language programs, and world language programs, as well as support services such as summer, after school, and Saturday enrichment programs. This change complies with the California Department of Education English Learner Roadmap. Oxnard's comprehensive plan for multilingual pathways is fully compliant with that state policy.

Parents choose the most appropriate program for their children, based on staff recommendations and program availability. Emergent Multilinguals will receive support services to augment the ELD programs available. Where bilingual programs are not yet available, Emergent Multilingual Learners will receive support services to augment the ELD program services. These support services include summer and extended learning opportunities, as described earlier in this section. If a parent wishes to change their child's program placement, a process called Change of Programs is followed.

Throughout this document, when the text refers to a classroom (for example, "Structured English Immersion classroom) it means a classroom in which the program exists. It does not mean that the classroom is exclusively dedicated to that program. When more than one program exists within a classroom, it is extremely important that students are clearly identified by program, and that they receive the services appropriate to that program. This requires differentiation of instruction and of activities within the classroom, and careful monitoring to ensure that the guidelines for each program are followed.

The student is assigned to an appropriate program/pathway. This decision is made by the educational staff with informed input from the parent. All EMLs, regardless of program placement, by law, are to receive English Language Development instruction and support that will ensure that they learn English and have full access to the core curriculum. Once the official ELPAC results have been received from the test publisher, the parent is notified in writing of the results of the initial identification. This written notification is available in English and Spanish.

The ELPAC or any of its parts may be waived if the student's Individual Education Plan (IEP) provides for an alternative assessment in place of all or part of the ELPAC<sup>21</sup>. The IEP Team may also determine that the ELPAC may be taken but with modifications or accommodations.

Initial identification processes and ongoing monitoring are critical in the identification of program placement for EMLs. There are five distinct groups of EMLs in the Oxnard School District, the majority of whom are Spanish speakers:

1. Newly arrived EMLs with adequate formal schooling;
2. Newly arrived EMLs with limited or interrupted formal schooling;
3. Long Term EMLs (6 years or more as EMLs);
4. EMLs who are meeting benchmarks and making expected progress toward language and academic goals;
5. EMLs who speak languages other than Spanish, including indigenous language groups, and who have the characteristics of groups 1-4.

Programs will be adapted to meet the needs of students in each of these groups. These programs/services are described in more detail in the section of this plan on SERVICES FOR EMERGENT MULTILINGUAL LEARNERS.

## TRANSFER STUDENTS

### Transfers between District Schools

Parent initiated Intra-district Transfer requests are made through the district office. Completed Intradistrict Transfer forms are sent to the sending and the receiving school, and all data regarding the student's EL assessment history - current scores, current placement, records of academic progress, and interventions -- are sent to the receiving school. The site principal, or designee, at the receiving school is responsible for reviewing the student's records (including information in the district's database system) and ensuring that the student will be properly placed in the appropriate type of instructional program, as specified in the student's current records.

### Transfers from Other California Schools

Students transferring into the district from another district within the state often have records of a Home Language Survey, scores on the mandated assessments and an initial language status. These students do not need to go through the district's initial identification process. If the parent provides the student's records, staff will use this information to make an

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<sup>21</sup> EMLs with an IEP will only either take an ELPAC or an Alternate ELPAC.

appropriate placement. If not, staff will contact the former district in order to obtain the information. Records are obtained from the previous school/district, entered into the district's record keeping system and shared with the classroom teachers. If available, the first Home Language Survey (HLS) completed by the parent will be used as the basis for deciding whether the English proficiency assessment and other language assessment procedures should be performed with the child. If the student's prior records cannot be acquired at the time of enrollment, English language assessment proceeds, a temporary placement is made until necessary data is received from the sending district, and the identification/notification/placement process is implemented per the above description. The district of origin will be encouraged to expedite the process of sharing information by faxing or emailing the records, or by providing information by telephone.

### Transfers from Out of State or from Other Countries

The five-step language assessment, classification, and placement process described above will be followed for students entering the district who are new to the state or from another country. The student's district enrollment date is entered into the student's records and the student database system. The date the student first enrolled in a US school is also entered.

## RECLASSIFICATION CRITERIA

The California Department of Education's English Learner Reclassification Guidelines stipulate the following criteria: The LEA must reclassify a pupil from EML to proficient in English by using a process and criteria that include, but are not limited to:

- a. Assessment of English language proficiency. (EC § 313(d)(1); 5 CCR § 11303(a))
- b. Comparison of pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate whether the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English. (EC § 313(d)(4); 5 CCR § 11303(d))
- c. Teacher evaluation that includes, but is not limited to, the pupil's academic performance. ("Teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the pupil.) (EC § 313(d)(2); 5 CCR § 11303(b))
- d. Opportunities for parent opinion and consultation during the reclassification process. (EC § 313(d)(3); 5 CCR § 11303(c))

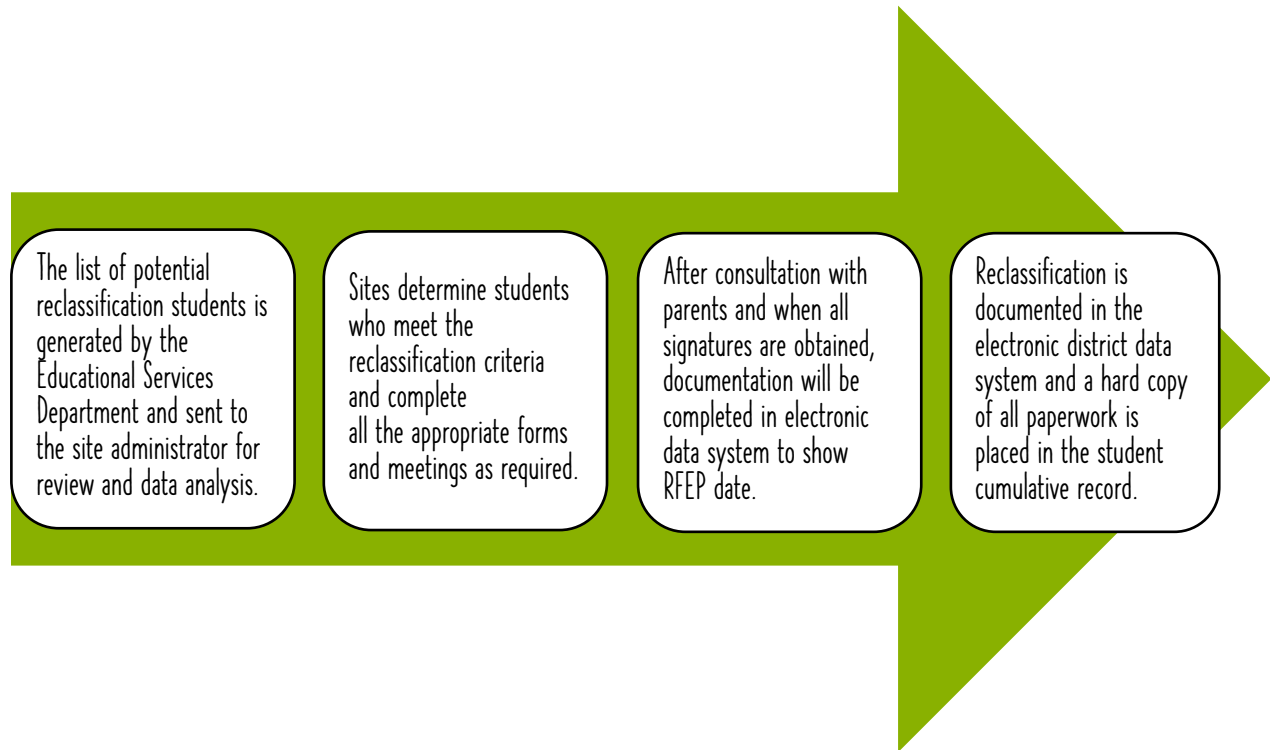
Oxnard School District's RFEP criteria adhere to state guidance and are outlined in Appendix 6.

## THE RECLASSIFICATION PROCESS

The reclassification process will consist of the following steps:

1. Site administrators, with support and guidance from the Educational Services Department will monitor progress toward attaining RFEP criteria. As part of on-going progress reporting, parents are informed of the child's progress toward meeting all RFEP criteria.
2. Site administrators will secure participation of the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the pupil (5 CCR 11303[b]).
  - The teacher recommendation is based on documented academic performance in Core Curricular Areas.
  - Other factors not related to academic success or English Language proficiency should not preclude student from reclassification.
3. Parent opinion and consultation during the reclassification process (EC 313; 5 CCR 11303[c]).
  - Site administrators will provide notice to parents and guardians of their right to review RFEP data, seek parent/guardian opinion and consultation, and encourage participation during the reclassification process.
  - Parent contact may be made face to face, by telephone, virtual conference (Zoom), or letter.
  - Additional steps for encouraging parental involvement in the process may include:
    - ✓ Meeting with parents of EMLs who are close to meeting reclassification criteria, to explain the process and steps needed to reach the goal.
    - ✓ Inviting parents to a group meeting to explain that their child has met all the criteria to be reclassified, celebrate the accomplishment, and explain that staff will monitor their student's academic performance for at least four additional years. Students are also included in this meeting/celebration.
4. The site level team including, but not limited to, the Principal, Teacher and TOSA will review the evidence of student performance data. The team will:
  - Review all the student performance data.
  - Review the teacher recommendation data.
  - Take into consideration any concerns raised by the parent/guardian.
  - Take a recommendation to reclassify or not to reclassify the student based on the evidence of the student performance data presented.
5. The student is then coded as reclassified in the district student information system. This enables district personnel to monitor all reclassified students for a minimum of four years in order to ensure correct classification, placement, and

additional academic support to ensure ongoing success in the mainstream program.



## RECLASSIFICATION PROVISIONS FOR SPECIAL EDUCATION STUDENTS

All students with an IEP must also meet reclassification criteria. The reclassification process used for general education students is also used for students with IEPs who are being instructed using the general education curriculum with accommodations and/or modifications. If a student in this situation fails to meet the reclassification criteria, the IEP team will review and reassess using the SELPA IEP Reclassification Worksheet to recommend reclassification for a student with an IEP who has not met the reclassification criteria.

The student's Case Manager is included when a student with an IEP is being considered for reclassification. If the student fails to meet the reclassification criteria within the expected time frame, the IEP team may determine that due to the nature of the identified student's disability, an alternative reclassification process will be used. Alternative assessments must be identified for use at the Reclassification IEP. Results are compiled and presented to the parents/guardians for review, along with other measures determined by the district to assess student's progress towards reclassification at which time the IEP team along with parents/guardians determine if reclassification is in the best interest of the student.

An alternative reclassification process is used for students with moderate to severe disabilities whose IEP teams have determined that they are unable to participate in one or more parts of the ELPAC even with accommodations and/or modifications. Reclassification for these students is based upon alternative proficiency testing (Alternate ELPAC). The IEP team reviews the data and makes the decision about reclassification.

## PROGRESS MONITORING OF RECLASSIFIED STUDENTS

Site-level administrators are responsible for overseeing the progress monitoring of reclassified EMLs in the spring each year for at least four academic years following a student's reclassification (Elevation Monitoring Form). The principal and designated staff members at each site monitor all reclassified students for a period of four years after reclassification, in order to ensure that they are making adequate academic progress. If the student's grades are not adequate, or if performance on tests or benchmark assessments indicates that academic progress is insufficient, the school re-evaluates the student's program and interventions are recommended.

To support sites in this effort, the Educational Services Department will annually generate a list of reclassified students who need to be monitored during the four-year monitoring period. As part of the monitoring process, student performance on critical achievement and performance measures is documented. If a student begins to fall behind on appropriate measures of achievement related to grade level standards, a student/parent/teacher conference is held to develop an intervention plan for the student. Services that may be provided include but are not limited to:

- Specialized academic assessment
- Tutoring
- Specialized reading instruction
- English Language Development instruction
- Primary language instruction/support
- Participation in targeted asset-based intervention provided by the school

The student's reclassification form (Elevation Monitoring Form) is reviewed at each monitoring period, documenting continued progress toward proficiency in the content areas. After four years of monitoring, reclassification student is reviewed to determine that the student demonstrates sufficient progress. Forms documenting this progress (Elevation

Monitoring Form) are kept within the students EL data system profile and the monitoring is terminated. If a student does not make sufficient progress, the monitoring process will continue.

## ANNUAL TK/K REGISTRATION, ASSESSMENT, & PLACEMENT

A special process is used for assessing new TK/Kindergartners' language proficiency at the beginning of each school year. TK/Kindergarten registration begins in January of the school year preceding the child's entrance into TK/Kindergarten. However, English proficiency testing, by state mandate, may not begin until July or 30 days from the first day of school. When the parent registers the child, the Home Language Survey is completed. If the HLS indicates that a language other than English is spoken, parents will be presented with the ELPAC Notification Form and will be notified of testing arrangements at a later time.

During the official assessment period (beginning no earlier than allowed by state guidelines and continuing until all assessment of new TK/Kindergartners is completed, a team of district staff trained in assessment procedures is assembled in order to complete proficiency testing for TK/Kindergartners. The same criteria and procedures related to parent notification and program placement that are used for other students are used for TK/Kindergartners. Parents are notified by letter of the assessment results, and given a written description of the recommended program placement, the available program options and the benefits of each. This information is provided in English and the family's home language. A meeting may be requested. It may be held in English or in the home language.

Parents of incoming TK/Kindergarten students are provided with information at the time of enrollment regarding the district's multilingual pathways, programs, and services, and the linguistic, academic, and social-emotional benefits of those programs explained, as well as the known long-term consequences and results of placement in subtractive programs.

## PROFESSIONAL DEVELOPMENT FOR STAFF AND ADMINISTRATORS ON INITIAL IDENTIFICATION, PLACEMENT AND PARENTAL RIGHTS/INFORMED CHOICE

The district provides ongoing professional development for administrators and staff, on legal requirements and district procedures relating to the implementation of Oxnard MÁS including:

- Initial Identification
- Placement Options and Procedures
- Parental Rights and Informed Choice





Those who participate in the training include, but are not limited to, district and site administrators, teaching staff including special education teachers and staff, district Enrollment Center staff, staff members who work with EML records, office staff members responsible for registration, Teachers on Special Assignment, paraeducators, and other support staff as necessary. Training for site staff takes place annually prior to the opening of school and/or when new staff members are employed.



# MULTILINGUAL PATHWAYS & SUPPORTING PROGRAMS<sup>22</sup>

## INTRODUCTION

As we have said, only additive pathways have the power to achieve sustainable long-term success for our students. The umbrella term we use for these additive pathways is DUAL LANGUAGE EDUCATION. All pathways under this umbrella share the same basic four goals: high levels of proficiency in English and the target language; high levels of academic achievement and college preparedness; high levels of global, multicultural, sociocultural competence; and high levels of learner agency and self-confidence. There are two main types of pathways under the big umbrella: immersion programs and heritage or language revitalization programs. Heritage programs are programs like Spanish for Native Speakers. Immersion programs fall into two categories: two-way programs and one-way programs. For more detailed information about our district's implementation of two way dual language immersion programs, see the Dual Language Immersion section at the end of this chapter.

The terms 'two-way' and 'one-way' refer to the types of students in the programs. In two-way programs we have Emergent Multilinguals and Native English speakers together learning two languages. In terms of student results, these are the optimal programs. However, we don't always have the right mix of students to implement these programs. The next best thing are one-way programs, of which there are two kinds. Some one-way programs are for Emergent Multilinguals only. These are also known as maintenance, developmental, or biliteracy programs. Other one-way programs are for native English speakers (and others who are already English proficient) who are learning a world language. These latter programs are also known as Canadian immersion models.

The most important thing to remember is that ALL of these programs share the same core outcomes, although the target students may be different and the languages may differ. All the proposed multilingual pathways are designed for participating students to develop proficiency in English and the home/target language and provide grade-level academic content. The district will utilize the monitoring process and annual audits (see Recommendations for Actions section) to

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<sup>22</sup> Appendix 3 describes the different types of multilingual pathways and support programs.



address the consistent provision of these services. The Oxnard School District is committed to providing EMLs with a challenging core curriculum and instruction that develops proficiency in English as rapidly and effectively as possible in order to assist students in becoming productive members of our society and without loss of their home language. Board Policy 6174 states that "the district's program shall be based on sound instructional theory and shall be adequately supported so that English Learners can achieve results at the same academic level as their English-proficient peers in the regular course of study".

In OSD, as part of our planning process, a multi-year pathway/program implementation schedule will be developed. This schedule will indicate when specific pathways/programs will be implemented at each site. In most cases, the schedule will allow for at least a year of planning time before a new pathway/ program is implemented. The schedule will be designed so that, if implemented appropriately, by school year 2026-2027:

- All students completing a multilingual program in the TK-5 grades will be able to move into a middle grades multilingual program.
- All middle school Recently Arrived Emergent Multilinguals will have access to a heritage language program.
- An increasing number of entering TK/K Emergent Multilinguals and English Dominant students will have access to a multilingual learning experience.
- Although currently the district does not offer primary language instruction for its Mixteco students, the district intends to research whether the Mexican government has primary language/biliteracy programs for Mixteco students, and if so, whether these programs might be adaptable to the Oxnard setting.

## ADDITIVE CORE MULTILINGUAL PATHWAYS

We can identify at least five additive Core Pathways that OSD endorses. Some of these are already being implemented in the district, while others will be introduced in future years as part of the district's Biliteracy Initiative:

- Two-Way Dual Language Immersion (Emergent Multilinguals, Experienced Multilinguals, English Only)
- Two-Way Multilingual Immersion (3 or More Languages)
- One-Way Dual Language Immersion for Emergent Multilinguals (AKA Developmental, Maintenance, Biliteracy)
- One-Way World Language Immersion (AKA Canadian Model - Non-Speakers of Target Language)
- Heritage/Language Revitalization

These additive core multilingual pathways can be implemented as whole school or as a strand within a school, except for the one-way dual language immersion for Emergent Multilinguals and heritage language pathways, which are best



implemented as strand models to avoid issues of segregation. These pathways can also be implemented in what is known as a 90/10 model or a 50/50 model. The percentages refer to the number of instructional minutes in each language. In the 90/10 model, 90% of the student's day in K/1 is in the target language, while 10% is in English. Each year, the percentages shift until a 50/50 balance is reached, then that balance is maintained for the duration of the program. In a 50/50 model, the 50/50 balance of language use starts from K and is maintained throughout the duration of the program. While the 90/10 model has shown better results in terms of language learning, there are situations where districts chose the 50/50 model, which still yields excellent results, for political or community reasons. In Oxnard SD, we have chosen to implement the 50/50 model.

In addition to the core pathways, OSD also offers a Newcomer support program. Currently, the Newcomer program does not adequately incorporate strong primary language instruction. However, over the next several years, OSD intends to re-fashion its Newcomer program to align to the requirements of additive programs.

These district's current and future pathways and programs are described in the sections that follow. The intent is to ensure that all district-supported pathways and programs contain the following required components:

- Well-articulated, standards-based, differentiated Designated English Language Development (ELD) instruction.
- Well-articulated, standards-based, differentiated instruction in the core curriculum and Integrated English Language Development instruction.
- Culturally and Linguistically Responsive Teaching that validates and values students' cultural and linguistic heritage.
- Well-developed primary language instruction, both in terms of language develop and standards-aligned core curriculum content.

Where feasible, the district will provide at least one dual language option at any school should there be 20 EMLs. The Department of Educational Services monitors parental requests across the district and coordinates with the Director of Pupil Services to support site administrators in this process. Parents choosing a model different from that offered in the school serving their child's attendance area may request an intra-district transfer to a school that offers the model they desire. Regular intra-district transfer procedures are followed to accomplish this transfer. These requests will be approved whenever feasible.

The one-way and two-way programs in the Oxnard School District offer students the opportunity to become bilingual and biliterate by developing advanced language/literacy skills in two languages. It is a simultaneous literacy model; students



develop literacy at the same time. This requires careful design of the daily schedule and focused teacher collaboration to ensure students are receiving appropriate standards-based instruction in each language. Parents who select this program option are informed of the long-term commitment in order to take advantage of the full benefits of this pathway. The district commits to allowing the child to continue to be enrolled in the same type of program model whenever possible.

### ONE-WAY DUAL LANGUAGE IMMERSION FOR EMERGENT MULTILINGUALS

This pathway, also known as Developmental, Maintenance, or Bilingual, is intended for Emergent Multilingual Learners when a Two-Way Dual Language Immersion pathway is not available or feasible, primarily because of the preponderance of one ethnic group. Currently, it is the most prevalent dual language program in the district since the district's demographics often don't allow for two-way programs. In OSD, these programs typically follow a 50/50 model where students spend half their day in Spanish and half in English. In the comprehensive middle schools, at 6<sup>th</sup> grade the balance shifts to 40/60, although in the model, the 50/50 balance is maintained through high school. At 7<sup>th</sup> and 8<sup>th</sup> grades, the students have access to a Spanish elective. OSD recognizes that this is not ideal and is exploring ways to ensure that all middle school students in the bilingual pathway experience a language balance of minimally 40/60.

This pathway has one of the highest and most positive results for EMLs. One important consideration is that planning for this pathway include attention to providing structured opportunities for EMLs to interact with bilingual and English Only students to avoid any possibilities of segregation issues.

### TWO-WAY DUAL LANGUAGE IMMERSION - 50/50 Model

This pathway is designed for a balance of Emergent Multilinguals, Experienced Multilinguals, and English Only students who enter the pathway in TK-1 and continue through Grade 8. At this time, this pathway is available only in English/Spanish. To accomplish its goals, this pathway follows a unique instructional design in which Spanish-speaking, English-speaking, and bilingual students are served in the same classroom. The linguistic balance in the classroom is necessary in that students serve as language models for each other as they acquire both languages. Oxnard SD has one school that follows a 50/50 DLI model. This model emphasizes the balanced use of the target language and English from the start, with 50% of the instructional day in the target (only Spanish at this time) language and 50% in English, which will also include P.E., art, and music classes that might be offered in English or Spanish to all students at these grade levels.

In a Two-Way DLI program, Spanish-speaking, English-speaking, and bilingual students are learning the curriculum in either their first or second language depending on the grade level and subject area. Because many students are learning content

in a language they do not speak natively, techniques that make instruction comprehensible must be utilized through the early stages of language development and continued through the grade levels as students develop higher levels of complex language. Teachers in the Two-Way DLI program use a variety of strategies to make both language and content comprehensible. Therefore, high-level, on-going professional learning for dual language educators is absolutely foundational. Furthermore, time to prepare carefully designed, student-centered units of study is necessary. The district is committed to ensuring that students have protected blocks of language time and are working with the schools to schedule their specialists in the areas of PE, music, and art in accordance with program requirements. At no time is content taught in both languages; rather, mathematics, for example, will be taught daily in the same language. Upon completion of fifth grade, students are awarded the first CA Seal of Biliteracy Pathway Award – Recognition of Biliteracy Award.

### **Biliteracy at the Middle School**

Students from the Biliteracy program will advance into middle school (or middle school grades in TK-8 schools) and continue taking their courses within the Biliteracy Initiative program core schedule. The language use percentage changes in order to best meet the needs of students as they prepare to transition to high school. While the district has not yet aligned its middle grades Spanish language arts courses to the high school advanced Spanish courses, there will be future work in this area so that there is greater alignment and correspondence. Students will continue to develop their literacy through literature studies, grammar, writing, and oral presentations throughout their middle school years. While currently all three courses offered in Spanish are literature courses, in the future, OSD intends to offer coursework in at least two selected content areas will be taught exclusively in Spanish in order to ensure that students are continuing to advance in their Spanish literacy. Upon completion of eighth grade, students would be awarded the second CA Seal of Biliteracy Pathway Award – Recognition of Biliteracy Award.

OSD will create marketing materials that outline their program TK-8, so that students, families, and the general public might understand the complexity and opportunity that a Biliteracy program brings to their community.

### **TWO-WAY MULTILINGUAL PATHWAY (3+ Languages)**

This pathway can be established as a new pathway where all students learn English and Spanish, as well as a third world language. The third language can be the same for all students, or students can select one of several languages. Rather than establish an entirely new pathway, this can also be implemented by adding a third language to existing two-way or one-way pathways. OSD intends to add a third language to its dual language pathways in the coming years.

### ONE-WAY WORLD LANGUAGE IMMERSION

This pathway, also known as the Canadian Model, is designed for non-speakers of the target world language. All students in this pathway are learning English and a world language, such as Russian, Arabic, or Mandarin. Generally speaking, this pathway is implemented as a 90/10 or 80/20 model. At this time, this pathway is not available in OSD; however, the district is interested in establishing at least one of these programs.

### HERITAGE/LANGUAGE REVITALIZATION

This is generally a program for older students who did not have an opportunity to participate in a dual language environment and who are now interested in learning their home language. This option does not yet exist in OSD; however, the district is exploring adding this as an option at its middle schools.

### STRUCTURED ENGLISH IMMERSION (SEI) AND ENGLISH LANGUAGE MAINSTREAM (ELM) PROGRAMS<sup>23</sup>

Structured English Immersion (SEI) is an optional setting for English Learners with "less than reasonable fluency". SEI is defined by the state as an English language acquisition process for young children in which nearly all classroom instruction is in English but with curriculum and presentation designed for children who are learning the language. The goal of the program is acquisition of English language skills so that the English Learner can succeed in an English-only mainstream classroom. Nearly all instruction in this program is in English.

SEI requires the teacher to make instruction comprehensible for students using materials and strategies designed for students learning English. It is an accelerated English language development program. Students may continue in an SEI setting until they meet the criteria for "reasonable fluency". The SEI setting may take place within the ELM classroom. Under prior California law (Proposition 227), SEI and ELM were the default program placements for EMLs. Consequently, some EMLs were placed in these programs. However, with the passage of Proposition 58 and the research evidence on powerful EML programs, OSD is phasing out SEI and ELM programs and transitioning to additive, research-informed programs that support EMLs in achieving high levels of multilingual proficiency, academic achievement, and global competency. Because OSD has adopted a new Learner Profile that describes what we mean by EML success and that includes the attainment of bilingual/multilingual proficiency, and in light of powerful research evidence that demonstrates the

<sup>23</sup> These are subtractive programs that are in process of being phased out.



dramatically higher achievement results of multilingual programs for Emergent Multilingual Learners, OSD is expanding its multilingual pathways. Moreover, the evidence is overwhelming that SEI and ELM programs produce the least powerful results for Emergent Multilinguals. In consideration of all these factors, placement recommendations will identify optimal and preferred placement options, and SEI and ELM will be the placements of last resort as we transition out of these programs and establish more powerful programs. Finally, Proposition 221 SEI and ELM programs do not reflect the direction of California's new English Learner Roadmap Policy. For these reasons, efforts will be made during this interim transitioning time to augment SEI and ELM programs with primary language support and resources in order to mitigate the damaging or negative impact of these weaker programs.

## ADDITIVE SUPPORT PROGRAMS

There are also supporting programs that are useful to augment the pathway programs, to provide interim services as a district builds its pathways, to support emergent multilingual students from language groups where the district is not yet prepared to offer a full pathway, or even for native English speakers who can't or don't want to be part of a pathway, but still want to do some language study. These supporting programs include:

- Newcomer Programs
- Elementary World Language Exploration
- Secondary World Language Programs
- Extended Day/Extended Year Language Enrichment

### NEWCOMER PROGRAM - Grades 3-8

Newcomer programs are typically used for newly arrived immigrant or refugee students when a two-way or one-way dual language immersion program is not available, or when the students are older students who would not have the requisite language/literacy skills to enter a dual language immersion program in the later grades. These are limited time programs, usually not longer than a year, where students get access to English Language Development as well as core content taught through the primary language, and other services designed to facilitate their entry into a new country and culture.

In OSD, elementary newcomer students are assessed in the Enrollment Center to determine primary language proficiency. Those who demonstrate grade-level proficiency in Spanish may be placed into a dual language pathway based on parental option and program availability. The OSD Newcomer Program provides newly arrived EMLs who have been in the U.S. for less than two years with a specialized environment where they receive an intensive English acquisition program while they

learn about their new school environment, culture, and country. Through use of appropriate curriculum and methods, students are able to acquire basic comprehension and progress to the Emerging and Expanding levels of language proficiency, including academic language. While currently the OSD Newcomer program does not offer core curriculum instruction in students' primary language, the district is in process of re-imagining the program to align it to Oxnard MÁS best practice.

When forming classes for newcomers at the intermediate school level, it is important to group students by English fluency level for ELD and by home language proficiency and level of formal schooling for primary language content classes whenever possible, taking into consideration students with minimal or significantly interrupted schooling experiences. The Educational Services Department is responsible for providing support, coordination, and guidance on the implementation of Newcomer Programs.

### ELEMENTARY WORLD LANGUAGE EXPLORATION & MIDDLE SCHOOL WORLD LANGUAGE

Elementary World Language Exploration programs provide two to five hours weekly of language instruction and are meant to allow students to explore one or more other languages. By themselves, they will not lead to high levels of proficiency. Similarly, Secondary World Language Programs by themselves do not usually lead to high levels of proficiency, but can be paired with elementary dual language programs to provide a PreK-12 pathway. Currently, OSD offers world language programs in Spanish at all of its middle schools. OSD is exploring the addition of elementary world language exploration programs at its K-5 schools.

### EXTENDED DAY/EXTENDED YEAR LANGUAGE ENRICHMENT

Extended Day/Extended Year Language Enrichment can include before/after school, summer, and intersession language learning/support opportunities. OSD intends to implement these programs beginning in school year 2024-2025

## SERVICES BY EML TYPOLOGY

### NEWLY ARRIVED EMLS WITH ADEQUATE FORMAL SCHOOLING

These students may or may not have had some exposure to the formal study of English; however, they have had a formal educational program in their native country, and many have the knowledge background that supports them in their content instruction in English.

At the elementary school level, these students are likely to have an adequate background in the core academic subject



areas, with the exception of English Language Arts. For optimal development of their primary language literacy, a Dual Immersion placement would be indicated.

At the intermediate school level, students functioning at ELPAC level 1 who have been in the country for two years or less, may be candidates for placement in the Newcomer Program. Students functioning at ELPAC level 2 and above in intermediate schools should be considered for placement in a DLI program and will need:

- Designated English Language Development: Year-long leveled ELD and/or ELA with accommodations for language proficiency level.
- Integrated English Language Development: Academic content classes taught through Specially Designed Academic Instruction in English (SDAIE) with primary language support.

### NEWLY ARRIVED EMLS WITH INADEQUATE/INTERRUPTED FORMAL SCHOOLING

Immigrant students with little or no prior schooling typically score at the beginning level of reading and writing in their primary language, and have low skill levels in other subject areas as well. Many students arrive with interrupted schooling in their native country and lack the background knowledge necessary for success in a grade level academic program. These students need an academic program that will address their English language development needs. As well as their academic and social-emotional needs The Newcomer Program is appropriate for these students in grades 3-8.

For families not opting for the Newcomer Academy or with children in grades TK-2 at the elementary school level, appropriate grade level placement with leveled Designated ELD is critical. An SEI program placement may be offered for parents wanting a program primarily in English. Placement in a dual language program is a parental option for families wanting an alternate bilingual program. Program placement is based on availability and eligibility.

In intermediate school, students in this category will need an academic program that includes a Designated English Language Development year-long leveled course and Integrated ELD courses in the core. These students are also good candidates for a Heritage Language placement.

### LONG TERM EML

A Long Term EML (LTEL) is defined as an EML in any of grades 6 to 12 who has been enrolled in a U.S. school for six years or more, has remained at the same English language proficiency level for two or more consecutive years as determined by

the ELPAC, and may have scored Not Met or Nearly Met on the English–Language Arts (ELA) standards–based achievement test. (EC 313.1).

Some EMLs may be at-risk of becoming a Long Term EML, defined as an EML who has been enrolled in a U.S. school for 4 to 5 years in any of grades 3 to 12, scores at the intermediate level or below on the ELPAC, and scores in the fourth year at the Not Met or Nearly Met level on the ELA standards–based achievement test.

This group of students must be provided with instructional programs that include specialized English Language Development instruction and accommodations for the student’s level and need for linguistic and academic development. Some may be assigned to formal interventions that address both language and academic needs. Typically, this group of students is enrolled in an accelerated/Heritage Language program, or as a last resort, receives SEI instruction in the core academic subjects, provided by an appropriately credentialed teacher with English Learner or Bilingual Authorization. Typically, LTELs are the result of subtractive programs in the earlier years.

### EMLS WHO ARE MEETING ACADEMIC AND ENGLISH LANGUAGE DEVELOPMENT BENCHMARKS

These students are typically showing expected growth on the state standardized language assessments and are scoring Met or Nearly Met on the standardized academic achievement tests (third grade and up) or meeting benchmarks on district established literacy and numeracy benchmarks.

In grades 6-8, students are offered a comprehensive English Language Development (ELD) program course sequence responsive to their language proficiency before making the transition into the more advanced courses. Student placement at a given ELD course level is based on initial assessment scores on the ELPAC for new students or annual ELPAC scores. Each ELD level is flexible with respect to duration, in order to allow a student to move up a level during the year, when assessment results indicate the student is ready. Students who master the course content standards are promoted to the next proficiency level. Students may need to repeat a level until they meet requirements for transition to the next level. In order for students to develop proficiency in English as rapidly as possible, they must be able to develop at their own pace, and must be able to move up ELD levels whenever necessary. They should not have to wait until the end of a semester or course in order to move levels. Change in ELD levels will be based on the following:

- ELPAC progress
- Classroom performance
- ELD curriculum–embedded assessments

- Teacher recommendation

Students who meet or exceed benchmarks, as evidenced by semester reviews and/or teacher recommendation, should be encouraged to accelerate to higher levels of ELD.

Students in this group who have reasonable primary language proficiency should be given priority for placement in a DLI program. Students whose primary language proficiency is significantly below grade level should be considered for placement in a heritage language program.

## PRIMARY LANGUAGE INSTRUCTION VS. PRIMARY LANGUAGE SUPPORT

### PRIMARY LANGUAGE INSTRUCTION

Primary language instruction includes directed lessons and student participation in Spanish. This instruction makes use of grade-level materials in Spanish (textbooks, audio-visuals, electronic media, and internet resources, etc.) that include Common Core State Standards. Assignments and assessments are in Spanish. For students in the dual language pathways, primary language instruction is both an avenue to meeting grade level standards and a means of continuing to build literacy in that language.

### PRIMARY LANGUAGE SUPPORT

Primary language support is not the same as primary language instruction. It does not include directed lessons, assignments, or assessments in Spanish. It may be provided within the Structured English Immersion programs by a teacher who is bilingual, a trained bilingual paraeducator, or through the use of support materials in the primary language. This support is a means of increasing access to core curriculum taught in English, and of assisting the student to tap prior knowledge, transfer skills, use cognates, etc. Primary language support is used to motivate students, and also to clarify, direct, support, or explain concepts.

When daily primary language support cannot be provided by bilingual staff, teachers are encouraged to make use of various materials and resources to ensure that all primary language support tools are available to students. These may include cross-age bilingual tutors, parent or community volunteers, and occasional teaming with bilingual staff in the school. Classroom libraries should be stocked with age-appropriate bilingual dictionaries, including electronic translators, as well as fiction and non-fiction in primary language. Students should be encouraged to take home materials in the primary language



that they can review with parents and other family members. Every classroom with EMLs should have some primary language support materials. In addition, when 15 percent or more of the school's students speak a single primary language other than English, schools must translate all notices, reports, statements or records sent to parents/guardians into that primary language.

## CORE INSTRUCTIONAL PROGRAM

The core instructional program for all EMLs should include the following components:

- Primary Language/Literacy Development<sup>24</sup>
- Content Instruction through the Primary Language<sup>25</sup>
- Content Instruction in English
- English Language Development (Designated and Integrated)
- College/Career Preparation
- Multicultural/Global Competency Development
- Social-Emotional Learning

### PRIMARY LANGUAGE/LITERACY DEVELOPMENT

An extensive body of research confirms that the most fundamental base for long-term EML success is the development of high levels of primary language and literacy. In fact, the most reliable predictor of EML success is the level of home language literacy. Home language and literacy skills are also relevant to a slew of other success factors for EMLs. For example, "In immigrant families, children's abilities to speak their families' home languages are related to the quality of relationships within the family and to measures of psychosocial adjustment (Tseng & Fuligni, 2000). Additionally, some literacy-related skills transfer across languages making strong home language skills of use in acquiring English literacy (Bialystok & Herman, 1999; Hammer, Davison, Lawrence, & Miccio, 2009; Riches & Genesee, 2006)."<sup>26</sup>

<sup>24</sup> Currently, this is only available for Spanish-speaking students. OSD plans to expand this to additional languages in the future.

<sup>25</sup> This includes all content considered core curriculum as per California's Education Code and may also include "elective" content classes. Currently, this is only available for Spanish-speaking students. OSD plans to expand this to additional languages in the future.

<sup>26</sup> From Carol Scheffner Hammer et al. The Language and Literacy Development of Young Dual Language Learners: A Critical Review, accessed at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4394382/>

In addition, across the globe, young people are routinely prepared as high-level multilinguals --- all of whom can speak English at professional and technical levels -, and when the whole world knows English, knowing ONLY English is no longer a competitive advantage. To be competitive in a global environment requires that our students develop high levels of mastery of two or more languages. In addition to these benefits, there is abundant research that corroborates that learning two or more languages brings multiple cognitive, social, health, and other benefits to the individual and that accrue to the individual's family, community, and global world. When our EMLs become proficient bilinguals, they have the opportunity to enjoy all those attendant cognitive, social, and economic benefits (Bialystok, 2009).

When EMLs have the space and support to fully develop oracy and literacy in their home language, they are able to start their educational journey in an affirming, enriched, and additive manner that sets them on an upward trajectory for the remainder of their school lives and that extends out to their success beyond school.

In additive pathways, primary language and literacy development is a cornerstone of the instructional program. For students in DLE pathways, an additional goal of target language instruction is to develop bilingualism and biliteracy. This is fully aligned with the goals and values of both Oxnard EMPOWERS and Oxnard MÁS. Moreover, it is entirely resonant with national and international studies conducted on the benefits of primary language instruction. In two recent studies, one which explored language policy change in Malaysia and another carried out by the World Bank<sup>27</sup>, the conclusions were very similar: "much of the evidence simply shows that when children are taught in their native language, they can more effectively acquire core skills that are important for the development of other skills, including that of learning a second language." In fact, the World Bank Report goes on to assert that:

- Human capital accumulation is largely a language-based endeavor.
- Shockingly low learning outcomes may be a reflection of inadequate language of instruction policies. They go on to say that one plausible consideration for these low learning outcomes is that teachers are required to provide instruction in a language that students do not speak or understand.
- Appropriate language of instruction policies facilitate learning and more. When children are first taught in a language that they speak and understand well, they learn more, are better placed to learn other languages, are more likely to stay in school, and enjoy a school experience appropriate to their culture and local circumstances.

<sup>27</sup> See Chong Soh et al, "Language of instruction matters for learning foundational skills", published 2/3/22 in Education for Global Development; and Loud and Clear: Effective Language of Instruction Policies for Learning - A World Bank Policy Approach Paper, 2021.

- Good language of instruction (LOI) policies remain the exception, not the rule. Despite their many benefits, many education systems do not implement appropriate LOI policies. Instead they often require children to learn in languages they do not know well, and, in far too many cases, in languages they do not know at all.
- Poor LOI policies harm learning, access, equity, cost-effectiveness, and inclusion. A substantial and growing body of research shows that children learn better in their first language (L1) than in a second language (L2). When taught in their L1 first, they are more likely over time to become proficient in an L2 and comfortably absorb academic content. They are also more likely to remain in school.
- Massive progress is feasible by teaching in a small number of additional languages. Policy dialogue often labors under the assumption that embracing mother-tongue-based multilingual education (mtb-mle) is expensive and onerous. In fact, mtb-mle is cost-effective and simpler to organize than usually thought. Indeed, the vast majority of students currently learning in an L2 would benefit from a rather modest global expansion of the number of languages used for instruction.

In response to their assessment of the issues, the World Bank Report lays out five basic principles, all of which are reflected in Oxnard EMPOWERS and Oxnard MÁS:

1. Teach children in a language they understand through at least the first six years of schooling. It's critical that instruction be in the language students speak and understand best.
2. Use a language children understand for instruction in academic subjects beyond reading and writing. Students need to master reading and writing in a broad range of disciplines and in all school subjects.
3. Introduce an additional language as a foreign language with a focus on oral language skills. Students can master two languages in basic education if instruction and sequencing are optimized.
4. Continue using the language children understand for instruction even after a foreign language becomes the principle language of instruction. L1 instruction continues to improve L2 performance in important ways even after the L2 becomes the language of instruction.
5. Continuously plan, develop, adapt, and improve the implementation of LOI policies, in line with country contexts and goals.

## CONTENT INSTRUCTION THROUGH THE PRIMARY LANGUAGE

In addition to the positive effects of primary language instruction on the linguistic performance of EMLs, there is documented evidence of those positive benefits directly affecting their cognitive and academic performance. Dual Language Education (DLE) pathways and programs provide access to the core curriculum by using the primary language (Spanish) as the medium



of instruction during the Spanish Language portion of their day. For students in these pathways/programs – especially those at the Emerging and Expanding levels of English acquisition – primary language instruction is an essential resource that makes it possible for students to master grade level standards in the content areas while they are in the process of acquiring English proficiency. In addition to the findings of various international studies such as the World Bank Report, studies conducted by American researchers such as Kathryn Lindholm-Leary demonstrate the impact of primary language instruction on subject area achievement, such as mathematics, in English in upper and intermediate grades.

## CONTENT INSTRUCTION THROUGH ENGLISH (SPECIALLY DESIGNED ACADEMIC INSTRUCTION IN ENGLISH–SDAIE)

Saunders (2010), stipulates that the primary goal of SDAIE, or sheltered instruction, is to teach the skills and knowledge identified in the content area standards (CCSS, Mathematics, Science/NGSS, etc.) and frameworks. Critical features of SDAIE that make instruction comprehensible and meaningful to EMLs must take into account an EMLs' proficiency level and the linguistic demands of the lesson.

All EMLs must be provided with access to well-articulated, standards-based core curriculum. When content instruction through the primary language is not available, then the core instruction occurs in English, along with Integrated English Language Development Instruction including Specially Designed Academic Instruction in English (SDAIE) strategies and primary language support as needed to ensure access to the core curriculum. According to the California Department of Education, SDAIE must be designed for non-native speakers of English and focused on increasing the comprehensibility of the academic courses normally provided to FEP and English Only students in the district. SDAIE, whether part of Integrated ELD or not, must be provided by an authorized teacher (either certified or in training for the type of service provided). It is important to note large scale longitudinal studies of EML achievement by program type/model, such as those conducted by Virginia Collier and Wayne Thomas, show that SDAIE instruction in the absence of strong primary language instruction is not capable of closing the "achievement" gap experienced by many EML students.

## PRIMARY LANGUAGE SUPPORT

Primary language support for EMLs is defined as the use of students' home language to facilitate understanding of core content that is taught in English. Because by definition, EMLs have not yet developed the levels of academic language in English needed to fully understand demanding and complex standards-based content instruction, if their content instruction



is delivered through English, the language they have not yet mastered, they will most likely require primary language support to allow them to fully access the content instruction.

As per the EL Roadmap, adopted by the California Department of Education in 2017, California has entered a new era of EML education that embraces linguistic diversity as an asset while providing the supports necessary to allow EMLs access to intellectually rich and engaging curriculum. The following provisions are provided for primary language support when instruction is in English:

- When the teacher is not bilingual, a trained bilingual paraeducator may be provided, when available.
- For students with grade level literacy skills in their primary language, a core primary language textbook could be provided (if available). Bilingual dictionaries, trade books and other support materials could also be provided.
- Use of parent volunteers or community members for language and literacy support.
- Attention to and deliberate instruction of transferable skills such as cognates and prefixes and suffixes.

The use of the first language to support understanding by using such strategies as preview or review of lessons is not only appropriate but integral for students who, due to low English proficiency, can benefit from such strategies delivered in their primary language. Examples of such strategies are derived from research<sup>28</sup>.

1. Contextualizing instruction—liberal use of non-verbal language, visual support materials, realia, graphic organizers, oral/verbal amplification, in order to provide students with a variety of resources in the environment that they can use to construct meaning;
2. Using language modifications such as pause time, questioning, pacing, and highlighting;
3. Using task-based instruction, allowing students to work with concepts and the language of those concepts in a variety of ways (such as drama, drawing, mapping out the concepts, or using poetry, song, chant, letter writing, journals, graphic organizers, etc. to express and exemplify concepts);
4. Using language-sensitive and culture-sensitive content teaching;

<sup>28</sup> California Department of Education (CDE). (2010a). *Improving Education for English Learners: Research-Based Approaches*. Sacramento: California Department of Education.

Short, D., & Fitzsimmons, S. (2007). *Double the Work: Challenges and Solutions to Acquiring Language and Academic Literacy for Adolescent English Learners—A Report to Carnegie Corporation of New York*. Washington, DC: Alliance for Excellent Education

Baker, Scott, et al. (2014). *Teaching Academic Content and Literacy to English Learners in Elementary and Middle School* (NCEE 2014-4012).

5. Avoiding the use of idioms and cultural reference without explanations;
6. Using accommodations in the learning environment (such as slowing the pace, repetition, chunking information) in order to maximize the number of students able to access the content;
7. Providing opportunities to summarize key learning and ideas, e.g., co-constructing concept charts;
8. Emphasizing the major ideas or organizing principles that underlie the content;
9. Checking for understanding frequently;
10. Tapping prior knowledge from previous learning or personal experience;
11. Integrating assessment and instruction on an ongoing basis through observations, portfolios, journals and analysis of student work;
12. Providing access to large collections of appropriate age-level literature and informational texts within the student's assessed Zone of Proximal Development.

## ENGLISH LANGUAGE DEVELOPMENT

English Language Development (ELD) is a component of ALL program options for EMLs. ELD includes two ways to intentionally plan for language development instruction and is detailed in the California English Language Arts/English Language Development Framework<sup>29</sup> as follows:

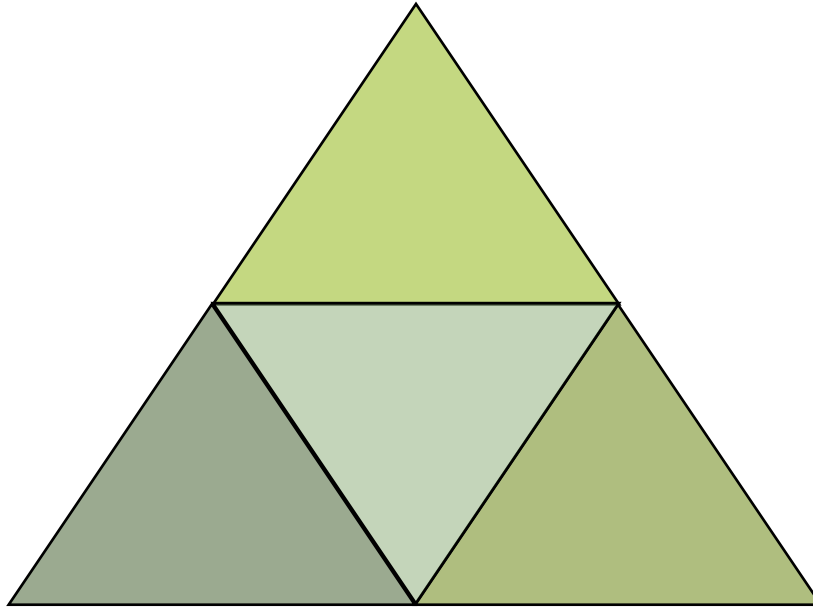
1. **Integrated ELD** is taught throughout the day and across disciplines. All teachers with EMLs in their classrooms use the CA ELD Standards in tandem with the focal CA CCSS for ELA/Literacy and other content standards.
2. **Designated ELD** is a protected time during the regular school day, in which teachers use the California ELD Standards as the focal standards to build into and from content instruction in order to develop critical language skills EMLs need based on their language proficiency levels.

The graphic below shows the three interrelated areas of comprehensive ELD.

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<sup>29</sup> California ELA/ELD Framework, Chapter 2, pp. 106–108; 115–116

### THREE INTERRELATED AREAS OF COMPREHENSIVE ELD<sup>30</sup>



The teaching of English within a pathway or program is based on the student’s level of English proficiency. The purpose of the ELD component is to explicitly and intentionally teach English in order to develop a strong English language foundation in both social and academic settings. ELD also provides a foundation for literacy development (reading and writing) and a pathway leading to the California Common Core State Standards, English Language Arts (ELA) Standards. Both the ELD and ELA standards have the goal of assisting students to develop skills related to cognitive academic proficiency in English.

Oxnard School District implements a Comprehensive English Language Development Program in ALL program options for English. The Comprehensive ELD Program is comprised of both Integrated and Designated ELD, is taught by fully qualified teachers of EMLs, and is implemented in accordance with the California English Language Arts/English Language Development Framework (2014).

#### DESIGNATED ENGLISH LANGUAGE DEVELOPMENT

Designated English Language Development is a systematic, explicit component of EMLs’ total educational program and critical to the success of the district’s Comprehensive ELD Program. Designated ELD is taught by a credentialed teacher who receives

<sup>30</sup> California ELA/ELD Framework.

on-going professional development on the implementation of the CA ELD Standards and research-informed and culturally and linguistically sustaining pedagogy.

Designated ELD instruction is standards-driven, systematically planned, and follows a scope and sequence of language skills to ensure that students learn English within a reasonable amount of time. It is designed to teach EMLs at their proficiency levels as determined by English language assessments, thus ensuring that instruction is differentiated to meet student needs. Students are grouped by proficiency level for Designated ELD and there is a dedicated time for this purpose. The specific plan for accomplishing EML instructional grouping will be decided at the school level, based on an analysis of the English proficiency levels of students enrolled at the school. The Associate Superintendent of Educational Services, in coordination with the Teaching and Learning Unit, ensures that each school will develop an ELD grouping process with the goal of advancing all EMLs to at least the next proficiency level by the end of the school year.

The 2012 California ELD Standards document provides the expectations and descriptions of achievement at three levels of proficiency: Emerging, Expanding, and Bridging. These standards address skills necessary within the collaborative, interpretative, and productive communicative modes to become proficient on the CCSS. In addition, the standards call for the acquisition of linguistic resources to be able to understand how English is used to structure text orally or in print and to communicate clearly. Thus, Designated ELD focuses on developing skills to use English to "interact in meaningful ways" and on language itself to develop knowledge of how English works.

Designated ELD involves interaction to provide students the opportunity to acquire English to communicate and collaborate with each other, rather than solely focusing on the language itself (grammar, syntax, coherence). Grade level considerations for instruction in oral language, reading, and writing for Designated ELD grouping include:

- Careful attention to the diversity of strengths and needs of EMLs as they enter the district at different points in their school trajectory. Although many EMLs enter in TK/K or first grade, others enroll at later grades.
- Assessment of newly arrived EMLs, including their primary language literacy and degree of formal schooling as well as their level of English proficiency.
- Addressing the specific language development needs of Long-Term EMLs (LTEs) and students at risk of becoming LTEs who have not made adequate progress toward language or academic goals even though they have been in U.S. schools for at least 5 years.

Depending on these factors, the main instructional emphasis of Designated ELD will vary. For example, for EMLs with low literacy skills in primary language and no or little formal schooling, ELD instruction should emphasize oral language development and foundational skills. On the other hand, the specific needs of LTELs must be addressed during Designated ELD by building on their language and academic strengths to target their instructional and linguistic gaps.

Designated ELD instruction emphasizes the simultaneous development of oral language skills and abilities and the use of the academic language of different text types and curricular disciplines. At the Expanding and Bridging levels of proficiency, EMLs generate increasingly more sophisticated and complex oral and written texts (productive mode) as they move towards full proficiency in English.

Designated ELD instructional time is spent in listening, speaking, and collaborating as ways of using, understanding, and creating oral and written texts in English. The California ELD Standards identify the interpretive, productive, and collaborative modes, as well considerations for language skills needed across proficiency and grade levels. This requires the application and understanding of the processes that need to occur as language is used for different audiences and to generate different text types. Appendix 3 provides additional details about the Designated ELD instructional time.

### Time for Designated ELD Instruction

Designated ELD instruction occurs daily and is delivered by fully credentialed teachers for all EMLs regardless of program option until such time as they reclassify as Fluent English Proficient (RFEP). It is a systematic, explicit component of EMLs' total educational program. Over the years, the district's guidance on this has changed somewhat so that the amount of time depends on the lesson, focus, and language needs of students. The table below shows the minimum designated ELD instructional time recommended.

GRADE	RECOMMENDED DAILY MINUTES OF DESIGNATED ELD INSTRUCTION
TK-K	30 minutes per day
1-5	45 minutes per day
6-8	One period daily in addition to grade-level core English language arts for students who are at ELPAC Emerging and Expanding Levels). For ELPAC Bridging - Daily ELD, leveled and specialized according to students' English proficiency level; ELD may be a designated part of their English Language Arts class as well as through AVID Excel elective.
Newcomer Program 3-5	Grades 3-5 45 minutes for 2 instructional blocks, including U.S. culture, history and schooling

GRADE	RECOMMENDED DAILY MINUTES OF DESIGNATED ELD INSTRUCTION
6-8	<p>*ELD is consistently implemented and designed to promote second language acquisition of listening, speaking, reading and writing, as well as integrated</p> <p>Grades 6-8</p> <p>1 period daily of Designated ELD instruction at the student's English proficiency level</p>

### Instructional Grouping For Elementary Schools (Grades TK-5)

The goal of instructional grouping in elementary grades is one EML proficiency level per group. However, the span may be one level plus one. ELD groups are formed by teachers and the administrator at the site, using student performance on the ELPAC, ELD placement/progress assessments, as well as curriculum-embedded assessments. ELD grouping is reconsidered and adjusted periodically throughout the year, as new evidence of student progress becomes available.

### Instructional Grouping for Intermediate Schools (Grades 6-8)

Different groups of EMLs present different typologies that must be considered when grouping for instruction in intermediate schools:

- Newcomer – Newly arrived (twelve months or less) EML who is literate in his/her primary language or comes with little or no schooling.
- Continuing – Middle school EML who came from a U.S. elementary school, has been attending school in the U.S. for no more than 5 years, and is making normative progress.
- At-Risk of Becoming Long Term EML – EML who has been enrolled in a U.S. school for 4 to 5 years in any of grades three through eight, scores at ELPAC Emerging Level and scores in the fourth year at the "Not Met" or "Nearly Met" levels on the state required ELA standards-based achievement test. (EC 313.1)
- Long Term EML – Middle school EML who has been enrolled in a U.S. school for six years or more, has remained at the same English language proficiency level for two or more consecutive years as determined by the ELPAC and at the "Not Met" or "Nearly Met" levels on the state required ELA standards-based achievement test. (EC 313.1)

The table below illustrates the sequence of ELD courses to group the different student profiles of English Learners in Grades 6-8.

NEWCOMER	RETURNING/CONTINUING STUDENT (NORMATIVE PROGRESS)	LONG TERM EML (LTEL) AND "AT-RISK" OF BECOMING LTEL
ELPAC Emerging or Low Expanding <ul style="list-style-type: none"> <li>■ 1-2 periods daily</li> <li>■ Replaces grade-level English course</li> </ul>	ELPAC Mid-Expanding <ul style="list-style-type: none"> <li>■ 1 period Designated ELD daily</li> <li>■ Concurrent with ELA/Integrated ELD</li> </ul>	ELPAC Mid-Expanding <ul style="list-style-type: none"> <li>■ 1 period Designated ELD daily</li> <li>■ Concurrent with ELA/Integrated ELD</li> </ul>
ELPAC Low Expanding <ul style="list-style-type: none"> <li>■ 1-2 periods daily</li> <li>■ No more than 2 years in U.S. schools</li> <li>■ Replaces grade-level English course</li> </ul>	ELPAC High Expanding and Bridging <ul style="list-style-type: none"> <li>■ Daily ELD, leveled and specialized according to students' English proficiency level, may be a designated part of their English Language Arts class</li> <li>■ Concurrent with ELA/Integrated ELD</li> </ul>	ELPAC High Expanding and Bridging <ul style="list-style-type: none"> <li>■ Daily ELD, leveled and specialized according to students' English proficiency level, may be a designated part of their English Language Arts class or AVID Excel</li> <li>■ Specialized ELA course for LTELs according to whether they are less than 3 years below grade level or need further development of academic oral language and expository writing: 1 period</li> </ul>

Students who are at the ELPAC Moderately Developed to Well Developed level and who do not meet the LTEL definition may require "less intensive designated support". In such instances, the CA ELA/ELD Framework (2014) has put forth recommendations that consider different school contexts such as low numbers of EMLs at a proficiency level. These recommendations include:

- a) Extended school day with an extra period that may include non-EML students who need support in development of academic English related to their content learning in their middle school coursework;
- b) Designated English Language Development time as part of the English Language Arts class.

In instances where schools choose this structure the teacher is required to plan for, document, and deliver ELD that ensures continued progress toward reclassification. Classes are monitored by the site administrator to ensure that this dedicated time for ELD instruction is effectively implemented.

In order to ensure that consistent criteria and procedures for ELD placement and instruction are in use at all intermediate schools, the district will follow the recommendations put forth in the California ELA/ELD Framework and ensure guidelines for student placement.



### Instructional Materials for Designated English Language Development

The current state framework combines ELA/ELD instructional guidelines. School districts periodically adopt ELA/ELD materials. Because such adoptions occur on a cyclical basis, specific titles are not given in this plan. Materials can only be chosen from the state approved ELA/ELD Adoption list found on the California Department of Education website.

The district will convene an adoption committee to review state-adopted, standards-based Language Arts programs for consideration which meet the instructional needs of EMLs.

### INTEGRATED ENGLISH LANGUAGE DEVELOPMENT

Integrated English Language Development is the second component of the District's Comprehensive ELD Program. It is intended to provide EMLs with access to the content in all the curricular areas through the consistent and systematic use of SDAIE methodology. It also intends to develop EMLs' linguistic development in those disciplines through instruction of the specific academic language, discourse practices, and text types characteristic of each of the content areas. It is important to recognize that acquisition of disciplinary knowledge is interdependent of students' ability to understand and use English for these purposes. To that end, the applicable content standards should be used along with the CA ELD Standards and the focal CA CCSS for ELA/Literacy. The ELD standards inform the teacher of the degree of linguistic scaffolds and supports necessary at a specific proficiency level for EMLs to perform collaborative, interpretative, and productive tasks across all four language domains as well as to establish reasonable performance expectations commensurate with their level of proficiency.

### Integrated English Language Development in the Content Areas

Both the CCSS and the ELD Standards call for the integration of the four domains of language – reading, writing, listening, and speaking – as tools for learning knowledge and skills across the content areas to support the development of the domains themselves. To that end, the ELA/ELD Framework recommends an interdisciplinary approach to instruction in order to increase and facilitate connections between concepts and content areas. This is especially powerful with EMLs and when integrating ELD. As a result, the responsibility for ELD must be shared through collaboration and planning among teachers across and within grade levels at the elementary level, and across departments at the intermediate level in order to successfully implement the CCSS for literacy and the ELD standards in tandem with content standards.

Regardless of instructional program, any instruction for EMLs in the content areas that is delivered in English must be accompanied by Integrated English Language Development instruction. The California ELA/ELD Framework refers to "ELD



taught throughout the day and across the disciplines. All teachers with EMLs in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their EMLs' linguistic and academic progress." (CA ELA/ELD Framework, Chapter 2, pp. 106–108)

### Integrated English Language Development and SDAIE strategies

Access to Core Curriculum requires attention to two areas: 1) the development of academic language in each of the core content areas needed for academic success by the intentional teaching of the language of the discipline through Integrated ELD instruction and 2) the use of SDAIE methodology (specific sheltered instructional strategies) to make the content comprehensible.

In the course of learning the core content, EMLs need to be provided with multiple opportunities to read, analyze, and create texts of different types (Part I – ELD Standards: interpretive and productive modes). They also need rich and varied opportunities for collaboration and interaction to use language to gain and exchange information and ideas (Part I – ELD Standards: collaborative mode). Guided by the ELD standards, teachers will need to provide different degrees of language scaffolds to support students' abilities to accomplish these tasks. Part of these scaffolds involve unpacking the meaning of the texts they encounter by analyzing the vocabulary and syntax used in sentences as well as the way the text is organized and structured in order to not only better comprehend the topic but also the language of the discipline (Part II – ELD Standards: language processes).

Examples on how to promote academic language development are derived from research and delineated in the CA ELA/ELD Framework<sup>31</sup>. The following are some critical strategies used to promote academic language development:

1. Choose rich and worthwhile text and topics for discussion;
2. Post frequently used phrases that facilitate turn-taking, elaborations, and extensions during small group discussions or collaborative learning;
3. Chart domain-specific vocabulary as reference for student use in discussions and writing;
4. Structure collaborative activities in such a way that students use the vocabulary in purposeful ways;

<sup>31</sup> California Department of Education (2014). English Language Arts/English Language Development Framework. California Department of Education (CDE). (2010a). Improving Education for English Learners: Research-Based Approaches. Sacramento: California Department of Education.  
Nagy, W, García, G., Durgunoglu, A. & Hancin-Bhatt, B. (1993). Spanish/English Bilingual Students' Use of Cognates in English Reading. *Journal of Reading Behavior*. 25: 241-259.

5. Provide open sentence frames that allow for use of target academic language and more extended discourse;
6. Show models of how language resources are used to make meaning, such as how a writer presents evidence to support an argument;
7. Guide the analysis of different text type organization and the connecting and transitional words that make it cohesive; and
8. Tap into students' primary language knowledge such as cognates.

### Promoting Collaborative Discussions about Content

A key feature of both the CCSS and ELD Standards is an emphasis on collaborative tasks that promote rich discussions. The ELD standards in Part I–Collaborative Mode and Chapter 2 of the CA ELA/ELD Framework provide guidance for supporting EMLs in developing and refining their abilities to participate in academic discussion. For example, providing sentence stems or frequently used phrases, protocols/rules for participation and collaborative structures allow EMLs to actively contribute to the discussions.

### Supporting Comprehension and Interpretation of Complex Texts

Understanding the profiles of EMLs at the different proficiency levels allows teachers to provide the necessary supports for students to interact with complex text. Part II of the ELD Standards - How English Works - along with the Framework provides guidance in planning a structured approach to analyzing the language in a text. This is so EMLs may gradually grow in their understanding of how different language resources are used to make meaning, e.g., text structure, figurative language, general and specific vocabulary.

### Supporting Academic Writing and Speaking

Part II of the ELD Standards also offers critical guidance in how to support EMLs at the different proficiency levels in writing narrative, informational, and argument/opinion texts and in formal speaking. For example, EMLs need to understand how texts are built before they move into the writing process. Linguistic and cognitive scaffolds such as graphic organizers and paragraph frames can prepare students to develop a draft of an essay. Models or master texts are read and studied to understand the way they are structured and organized. Additionally, a variety of language resources can be used to build cohesion in the oral and written texts.

## Instructional Materials for Integrated English Language Development

In addition to district-adopted programs for all content areas, supplemental materials and resources such as realia, photos, literature, informational texts and media that facilitate comprehension and increase access to the content may be utilized.

## COLLEGE & CAREER PREPARATION

There is national consensus that all students, including EMLs, need to be well-prepared for success in college and careers. The California Department of Education includes college/career readiness on its data dashboard as one element that districts must address for all students. In OSD, we adhere to three basic principles of college/career readiness to guide our approach for EMLs:

- We prepare our EMLs to be college AND career-ready, not one or the other.  
We focus sharply on what EMLs need to know and be able to do to achieve lasting success in both college and career, not just one or the other. To this end, we have developed a "learner profile" drives the development of pathways designed to produce those outcomes.
- We engage the entire community to create great learning environments.  
We aim to improve not just how EMLs learn, but also how teachers teach, how schools better support learning and teaching, and how the community provides opportunities for learning and practice. With an interdisciplinary, experiential approach, we connect teachers and EMLs to industry professionals who help create authentic projects, assess EML work, and work side-by-side with students through job shadowing, mentoring, and internship experiences.
- We create flexible pathways, with an emphasis on high-quality.  
While there are different ways to implement a college/career readiness approach, each of our pathways must embody a comprehensive, multi-year program of study that combines college-preparatory academics, multilingual development, challenging career and technical education, a range of work-based learning experiences, and integrated EML supports, as appropriate for the TK-8 students we serve.<sup>32</sup>

At the elementary grades, we engage EMLs and their parents in age-appropriate learning and activities designed to develop a college-going culture and mindset and to explore diverse career pathways. At the middle school grades, EMLs are able to participate in career pathways and academies both within and outside of their dual language education pathways and programs. Whether our Emergent Multilinguals enter the university or the workforce when they graduate, they will have

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<sup>32</sup> These three principles are adapted from the ConnectED Guiding Principles.



the multilingual, multicultural, cognitive, and metacognitive tools to think critically and creatively in multiple languages and cultural contexts and to keep on learning throughout their lives.

## MULTICULTURAL/GLOBAL COMPETENCY DEVELOPMENT

Emergent Multilinguals also need to be prepared to apply their classroom learning to real world sociocultural issues that are extremely complex and challenging. They will be the ones making the decisions that determine our quality of life, and in a global world, decisions made in one part of the world will have impact throughout the world. In OSD, we help our EMLs develop and apply their diverse linguistic and cultural knowledge in multiculturally and globally responsible ways that reflect their own sense of identity, agency, and global competency.

We know that unless our EMLs develop fairly high levels of GLOBAL COMPETENCE, including multilingualism and interculturality, they will be at a profound disadvantage in the world they hope to navigate. We adhere to The Asia Society's four basic behaviors exhibited by globally competent students. Such students deploy and develop this global competence as they investigate globally significant issues in the world beyond their immediate environment, framing significant problems and conducting well-crafted and age-appropriate research. They recognize perspectives, others' and their own, articulating and explaining such perspectives thoughtfully and respectfully. They communicate ideas effectively with diverse audiences, bridging geographic, linguistic, ideological, and cultural barriers. And they take action to improve conditions, viewing themselves as players in the world and participating reflectively.

It's clear that today's students need a globally conscious education for what is without doubt a global era. There are very good and powerful reasons why this is not just a frill but an imperative. There are, of course, all of the economic reasons, the career-related reasons, all the rational reasons why our EMLs should develop global competency. They need to understand the worldwide circulation of ideas, products, fashions, media, ideologies, and human beings. These phenomena are real, powerful, and ubiquitous. In OSD, we hold ourselves accountable for creating affirming environments where our students learn to understand people from different cultures and engage with them effectively. Multicultural competence requires developing relationships with others, and this often means bridging a cultural divide. Through our intentional and coherent efforts, our EMLs develop a sense of multicultural and global competency that allows them to respect other cultures through exploration and seeking an understanding as a way to honor others' cultures, beliefs, and traditions.

## SOCIAL-EMOTIONAL LEARNING

In order to be fully developed and equipped for the 21<sup>st</sup> century world, our EMLs need to develop a healthy sense of identity, confidence, self-esteem, and agency, and they need to be able to access a broad array of social-emotional skills and competencies that lead to social-emotional wellness. We know that a positive sense of identity is crucial to the development of self-esteem and confidence. Children who feel worthy and capable are more likely to be optimistic and to do well in school. A healthy sense of identity also helps children to be more open to people from other backgrounds because they are less likely to fear differences or put other children down to feel better about themselves. A strong and positive feeling about their parents and grandparents helps children feel safe and confident about themselves and their roots.

Having a sense of group identity as well as personal identity also helps a child feel a sense of belonging. This is particularly important for our EMLs. In OSD, we support our EMLs in constructing a variety of group identities. After all, identity can come from belonging to a community based on religion, political or social values, shared language, ethnicity, or national origin. It can even be a community based in part on the shared experience of being targets of racism or linguicism. A group identity can come from whatever the child's family considers important in defining who is "like us." When children are of a group that others value less, creating a strong and positive group identity is particularly important for providing them with resiliency, self-confidence, moral support, and a strong sense of agency and voice for challenging the biases they may face in that larger context that devalues them (Pulido-Tobiassen and Janet Gonzalez-Mena, 1999).

Furthermore, in order for our EMLs to be successful in their personal, academic, family, social, and college/career lives, we must help them fully activate their executive functioning and other social-emotional skills and capacities. This includes the ability to form and sustain positive relationships; experience, manage, and express emotions; and explore and engage with the environment. In OSD, we explicitly teach to develop and expand the executive function skills that our EMLs need now and in the future to manage the information avalanche characteristic of our 21<sup>st</sup> century world so they can better prioritize tasks, filter distractions, and control impulses. We create environments that optimize executive functioning so our EMLs learn to effectively plan, meet goals, practice self-control, follow multiple-step directions even when interrupted, and stay focused despite distractions.

## NORMATIVE PROGRESS – EMLS WHO ARE MEETING ACADEMIC AND ENGLISH LANGUAGE DEVELOPMENT BENCHMARKS

Oxnard School District employs a summative and formative assessment system to monitor and support student progress in English Language Development. The following assessments are used to evaluate the progress of EMLs in acquiring English language proficiency:

- Summative Assessment (State-mandated): English Language Proficiency Assessment of California (ELPAC)
- Summative Assessment (District-adopted): Standardized Language Proficiency Assessment.
- Summative and Formative Assessment (District-adopted): Curriculum-embedded assessments from the Designated ELD materials.

Students who are making "normative progress" are typically showing expected growth on the ELPAC at the rate recommended by the state, and are scoring "Met" or "Nearly Met" on the CAASPP-ELA and Math (third grade and up), or meeting benchmarks on district established literacy and numeracy benchmarks in TK/K - Grade 2. In the elementary grades, these students should move along a pathway leading to reclassification. Those who begin a multilingual pathway are expected to remain in that pathway after reclassification. In the intermediate grades (6-8), student placement in an ELD course level is based on initial or annual assessment scores on the ELPAC. The ELD course placement is flexible with respect to duration, in order to allow a student to move during the year, when assessment results indicate the student is ready.

Change in ELD course placement will be based on the following:

- ELPAC
- Course performance
- District-Adopted English Language Development Proficiency Assessment and ELD curriculum-embedded assessments
- Teacher recommendation

## INTERVENTIONS FOR ENGLISH LANGUAGE DEVELOPMENT

A multi-tiered system is used with EMLs to identify student instructional needs, continually monitor student progress, and provide evidence-based interventions.

### ENGLISH LANGUAGE DEVELOPMENT FOR EMLs WITH DISABILITIES<sup>33</sup>

Instructional decisions related to a student's language acquisition status must be described in the Individualized Education Plan (IEP). When a student qualifies for Special Education services, linguistically and developmentally appropriate goals and objectives are written based on the student's needs. The IEP will include goals that address English Language Development for EMLs with an IEP in grades K-8. Location, frequency, and duration of ELD instruction will be addressed by the IEP Team. Bilingual Instructional Assistants may be assigned to the program to provide direct support to EMLs with an IEP.

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<sup>33</sup> Appendix 10 contains more detailed information relating to EMLs who also qualify for specialized services such as Special Education and GATE.



## FLEXIBILITY OF PROGRAMMING TO MEET STUDENT NEEDS (TK-8)

OSD recognizes that given the diversity of EML strengths, needs, and backgrounds, it is essential to provide flexible programming to be as responsive as possible to the EMLs we serve. Students in additive pathways and programs should be meeting expected benchmarks. For these students who are NOT meeting expected benchmarks, interventions may be appropriate as identified in the district's MTSS framework.

OSD acknowledges that some groups of EMLs don't have access to additive pathways and programs. For these groups of students, it's particularly important to be flexible in determining placement and programming.

### NEWLY ARRIVED EMERGENT MULTILINGUAL LEARNERS WITH INTERRUPTED/ADEQUATE FORMAL SCHOOLING (SIFE)

These students may or may not have had some exposure to formal schooling. At the elementary school level, these students are likely to have an adequate background in the core academic subject areas, with the possible exception of English Language Arts. A Dual Language Immersion program would be the optimal placement for continued development of grade-level primary language literacy and content knowledge as well as development and growth in English proficiency. Placement in a Dual Language Immersion would be contingent on parent request and program availability. Students whose parents do not choose the Dual Language Immersion program will be placed in the Newcomer English Language Development Academy (Grades 3-8), or Structured English Immersion programs.

At the intermediate school level, students at ELPAC levels Emerging-Low Expanding typically benefit from a Structured English Immersion placement or may be candidates for placement in the Newcomer English Language Development Academy.

#### ELPAC Emerging

- Year-long leveled ELD- Minimum 1 period daily



- Sheltered courses at the skill level of the student based on primary language assessment
- Electives that are non-language dependent.

ELPAC Expanding and above students in intermediate schools will need:

- Year-long leveled ELD- Minimum 1 period daily
- Academic content classes taught through Integrated ELD, including SDAIE
- Electives (choice not limited by language proficiency level).

## NEWLY ARRIVED EMERGENT MULTILINGUAL LEARNERS WITH INADEQUATE FORMAL SCHOOLING

Immigrant students with little or no prior schooling typically score at the initial levels of reading and writing in their primary language and have low skill levels in other subject areas as well. Many students arrive with interrupted schooling in their native country and lack the background knowledge necessary for success in a grade level academic program. These students need an academic program that will address their primary language literacy needs. Moreover, the lack of proficiency in English (Emerging and Low Expanding) makes it difficult to access the core content and accelerate the acquisition and learning of English. The Newcomer Program would be appropriate for many of these students.

At the elementary school level, appropriate grade level placement with appropriately leveled ELD is critical. Placement in a bilingual program by parent request is optimal for many of the students in this group.

In the intermediate school, students in this category will need an academic program with the following features:

- Year-long leveled ELD- Minimum 1 period daily
- Integrated ELD, including SDAIE content instruction
- Electives that are less language dependent in the beginning years.

## LONG TERM EMERGENT MULTILINGUAL LEARNERS (LTLEs)

Long Term Emergent Multilingual Learners<sup>34</sup> often have high oral fluency in English, and in some cases have attained a "reasonably fluent" level of proficiency but often have not acquired the deep levels of academic language needed to succeed

<sup>34</sup> 2013 California Educational Code 313.1. a & b defines a Long-Term EML as "an English Learner who is enrolled in any of grades 6 to 12, inclusive, has been enrolled in schools in the United States for six years or more, has remained at the same English language proficiency level for two or more consecutive years" as determined by the state's annual English language development test.

in academic courses and have not yet achieved the academic criteria to qualify for reclassification. In determining program placement, it is important to first identify the student's academic and linguistic needs and then consider the following in regard to the student's educational history, in order to determine if the student's performance is related to his/her level of English language development, or to other issues that affect academic performance:

- The student's number of years in U.S. schools.
- The quality and consistency of primary language and ELD instruction the student has had.
- The consistency of the student's instructional program.

Typically, these students are LTELs precisely because they have not been provided with the consistent additive sorts of pathways/programs they required. As such, these students require a specialized course of study that attempts to repair the harms that have resulted, and progress should be monitored in order to assign formal asset-based and additive interventions that address both language and academic strengths and needs.

### **EMLs Who Are Not Meeting Academic and English Language Development Benchmarks**

These students are typically students who have not been provided access to additive pathways/programs which are most likely to result in students meeting academic and ELD benchmarks. In the elementary grades, these students should be provided with additional primary language literacy and content support services that are high-engagement and that build on students' and families' strengths.

Additionally, students' experiences in their ELD classes should be reviewed to ensure that instruction is well-articulated and student-centered. Student placement at a given ELD level is based on initial assessment scores on the ELPAC for new students, annual ELPAC, or other district language proficiency assessments. Each ELD level is flexible with respect to duration, in order to allow a student to move up a level during the year, when assessment results indicate the student is ready. Students who master the ELD standards are promoted to the next level or exited from the ELD program. Students may need to remain at a level until they meet requirements for transition to the next level. In order for students to develop proficiency in English as rapidly as possible, students must be able to develop at their own pace, and must be able to move up ELD levels whenever necessary. They should not have to wait until the end of a trimester or course in order to move levels. Change in ELD levels will be based on the following:

- ELPAC progress
- ELD mastery test results
- Classroom performance
- ELD curriculum-embedded assessments
- Teacher recommendation

Intermediate school students in this category will need the following:

- Accelerated ELD, either through an English Language Arts class with accommodations for the student's level of English language development, or an enrichment intervention class that addresses both language and literacy skills.
- Targeted metalinguistic instruction that allows students to engage in crosslinguistic transfer of their Spanish language skills to English.
- Primary language and SDAIE support in the core academic subjects, provided by an appropriately credentialed teacher with EML or Bilingual Authorization (e.g., CLAD or BCLAD).
- Counseling and monitoring to ensure that the student is enrolled in appropriate classes meeting intermediate school promotion requirements.
- Enrichment intervention support (before, during, or after the school day).
- Possible participation in after school programs and/or summer school when available.

Students who meet or exceed benchmarks as evidenced by trimester reviews and/or teacher recommendation should be encouraged to accelerate to higher levels of ELD.

## STUDENTS WHO SPEAK LANGUAGES OTHER THAN SPANISH

Currently no dual language education pathway options are available for these students. At minimum, these students should receive primary language support for their content courses, as well as both Designated and Integrated ELD. Where primary language instructional materials are available in the languages of these students, those should be provided to them. The district intends to expand its dual language education offerings in the future to be able to accommodate students from other language groups beyond Spanish.

## UNIVERSAL DESIGN FOR LEARNING

Universal Design for Learning (UDL<sup>35</sup>) is implemented in all classrooms. The aim of UDL is to give students an equal opportunity to learn by using a variety of teaching methods that diminish barriers to learning and provide the flexibility to interact with the curriculum in different ways.

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<sup>35</sup> Source: <http://www.scoop.it/t/universal-design-for-online-learning>, March 2, 2016

## MULTI-TIERED SYSTEM OF SUPPORTS

A Multi-Tiered System of Supports (MTSS) is defined as a whole-school, data-driven, prevention-based framework for improving learning outcomes for EVERY student through a layered continuum of evidence-based practices and systems. In OSD, a MTSS is established at both the school and district levels. School sites monitor student progress and select interventions that match student needs. OSD's integrated, multi-tiered system of instruction, assessment and intervention is designed to meet the achievement and behavioral needs of all students. Supports include interventions within the Response to Intervention model, supports for Special Education, Title I, EMLs, American Indian, and gifted students. It's important to note that OSD has redefined "interventions" to mean asset-oriented enrichment-focused supports that build on students' strengths and accomplishments to create new successes.

Oxnard School District uses MTSS for data-based decision making, problem-solving, and professional development to focus on quality instruction, identify student instructional needs, continually monitor student progress, and provide evidence-based interventions. In alignment with the California Department of Education's ELA/ELD Framework, the site level MTSS team reviews data and applies the MTSS model to enact the multi-level instructional system in order to maximize student achievement and to reduce behavioral problems.

At the school level, data are examined to identify school and grade level trends, evaluate the effectiveness of the curricula, inform goal setting, and identify students in need of additional assessment or instruction. At the district level, data on student learning are used to guide curriculum improvement, recommend innovations (such as coordination with after school programs and other community resources and supports) and sustain practices, target services and supports across schools, and guide the allocation of resources for professional learning.

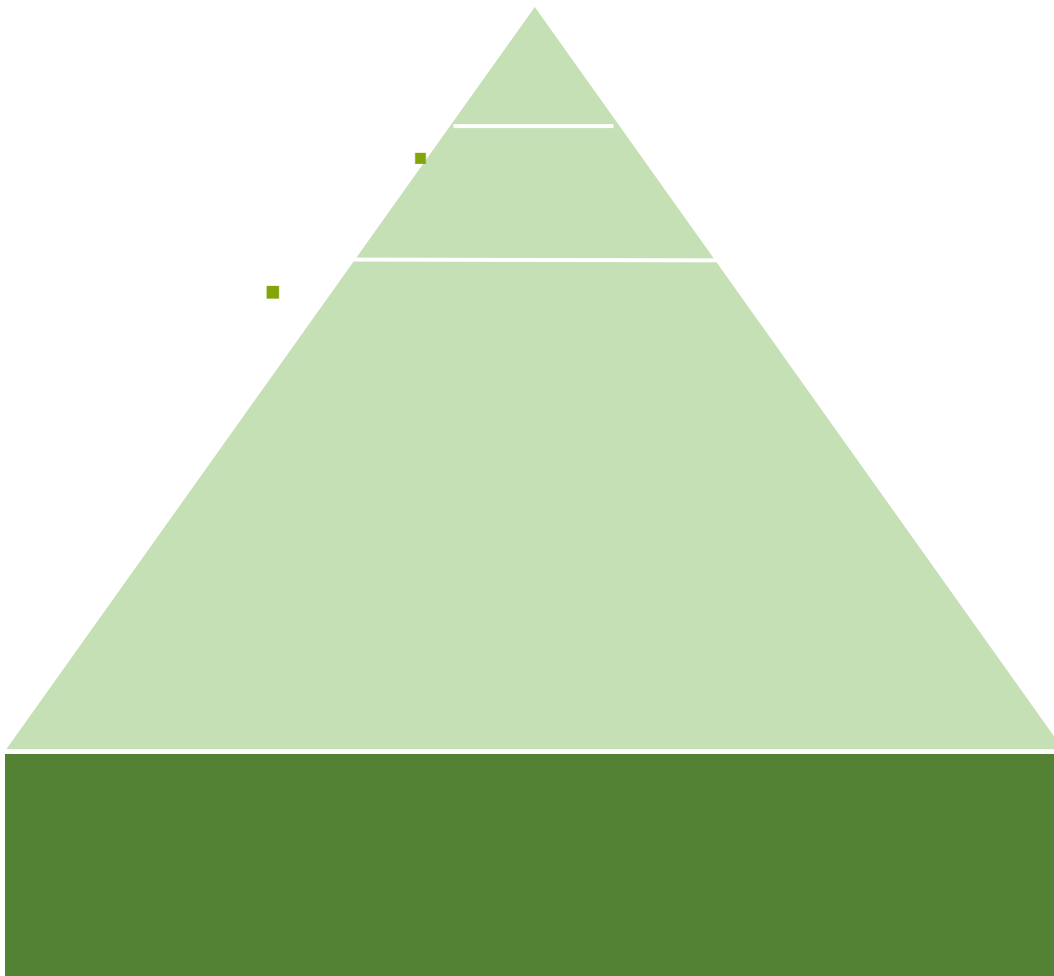
Under MTSS, all students should be provided high quality first instruction that employs UDL, although this is still under construction in OSD. For EMLs, this means that first instruction (Tier 1) is equitable, asset-based, and additive and designed to achieve four overarching goals:

- Development of High-Level Multilingual Proficiency (Home/Target Language and English).
- Development of High-Level Academic Engagement and Success, Including Preparation for College/Career

- Development of High-Level Multicultural/Global Competency
- Development of High-Level Social-Emotional Health, Including Agency, Self-Confidence, Identity, and Voice

These are considered part of powerful FIRST INSTRUCTION and are not seen as interventions. Only when EMLs need additional support beyond first instruction as described above are they considered in need of supplemental (Tier 2 or Tier 3) interventions.

### MULTI-TIERED SYSTEM OF SUPPORTS FOR EMERGENT MULTILINGUAL LEARNERS



## ACCESS TO SPECIALIZED SERVICES

### SPECIAL EDUCATION SERVICES

EMLs have access to Special Education services just as do all other students in the district. The process may begin with a careful review by the Student Success Team (SST) of all referrals. This review<sup>36</sup> includes second language surveys, SST Referral forms, modifications and interventions, review of student records, verification of current hearing and vision testing, a parent interview and an interview with student, if age appropriate. This review is required to determine if Special Education assessment is needed and to determine if the student has received access to the optimal multilingual pathways and programs, and if that is the case, whether student is making expected language acquisition growth, based on schooling and time in this country. When it is determined that an EML needs to be assessed, testing will be initiated upon parent's written approval. When appropriate, assessments will be conducted in the primary language of the student and English, making certain that cultural and linguistic differences are taken into consideration when determining eligibility.

Instructional decisions related to the student's language acquisition status must be described in the Individualized Education Program (IEP). When a student qualifies for Special Education Services, linguistically and developmentally appropriate goals and objectives are written based on the student's needs. The IEP will include goals that address primary language development and English language development, as well as goals that ensure full access to the content areas through primary language instruction and/or support.

Where the number of EMLs eligible for a Special Day Class (SDC), the district will provide those classes in the students' primary language. Where the number is not sufficient for a full class, the Special Education staff provides ELD instruction to the EML. Bilingual paraprofessionals may be assigned to the program to provide direct support to EMLs with an IEP. Appendix 10 provides more detailed information on specialized services.

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<sup>36</sup> This is not an exhaustive listing of the review process.



## ACCELERATED LEARNING (GIFTED & TALENTED EDUCATION/GATE) SERVICES

Oxnard School District is committed to ensure equity in the Gifted and Talented Education (GATE) program and other accelerated learning options and services. The district ensures equal access to all EMLs through its identification, referral process, and testing and teaching methodologies in its accelerated learning programs. It is the intent of all accelerated learning programs to place special emphasis on identifying students from varying backgrounds. Multiple criteria are employed to ensure that giftedness and talent are not overlooked as a result of a lack of English language proficiency or among students who may not be experiencing academic success. Students will be screened in grade 2 and tested through teacher and/or parent referral in grades 3–8. Site administrators and/or site designee GATE coordinators work with school staff and parents to inform all about the GATE referral process, testing process, and GATE services. All GATE requirements must adhere to the Federal Program Monitoring (FPM) regulations and OSD Board policies. Appendix 10 provides more detailed information on specialized services.



## SEAL OF BILITERACY

The California State Seal of Biliteracy (SSB), established by Assembly Bill 815 (Brownley, Chapter 618, and statutes of 2011), became effective January 1, 2012, and provides recognition to high school students who have attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. Each school district or direct-funded charter school that confers the SSB is required to maintain appropriate records in order to identify students who have met the established criteria for the award and to affix the SSB insignia to the diploma or transcript of each qualifying student. University and college credit in world language may be given to students who receive the SSB and pass the Advanced Placement exam at a level of 4 or higher.

OSD has formally adopted the CA Seal of Biliteracy, approved by the Board of Education, in order to formalize the district's commitment to the initiation and completion of a Dual Language program pathway for all program participants. As a result of 8–9 years of study in two languages, students will be able to advance into the secondary programs fully prepared to participate in either advanced placement or honors coursework in the language they have been studying during elementary and middle school years.

The requirements for the CA State Seal of Biliteracy are as follows (Established in EC Section 51461 at <https://tinyurl.com/y9l992nz>):

- A student who graduates from high school must have achieved a high level of literacy and fluency in one or more language(s) in addition to English.
- The student must demonstrate English proficiency and proficiency in one or more languages in addition to English.
  1. Completion all English Language Arts requirements for graduation with an overall grade point average of 2.0 in those classes.
  2. Passing the California Assessment of Student Performance and Progress (CAASPP) for English Language Arts, or any successor test, administered in grade eleven, at or above the "standard met" achievement level, or at the achievement level determined by the Superintendent for any successor test.
  3. Proficiency in one or more languages, other than English, demonstrated through one of the following methods:

- a. Passing a foreign language Advanced Placement (AP) examination with a score of 3 or higher, or an International Baccalaureate (IB) examination with a score of 4 or more.
  - b. Successful completion of a four-year high school course of study in a foreign language, attaining an overall grade point average of 3.0 or higher in that course of study, and demonstrating oral proficiency in the language comparable to that required to pass an AP or IB examination.
  - c. Passing a district test with a score of proficient or higher (If no AP examination or off the shelf language tests exists and the school district can certify that the test meets the level of an AP exam) demonstrating proficiency in all of the modes of communication (reading, writing, and speaking) that characterize communication in the language.
  - d. Passing the SAT II foreign language examination with a score of 600 or higher.
4. In addition to the requirements mentioned above, if the primary language of a pupil is other than English, he or she shall demonstrate English proficiency on the English Language Proficiency Assessments for California (ELPAC), or any successor English language proficiency assessment, in transitional kindergarten, kindergarten, or any of grades one to twelve<sup>37</sup>, inclusive.

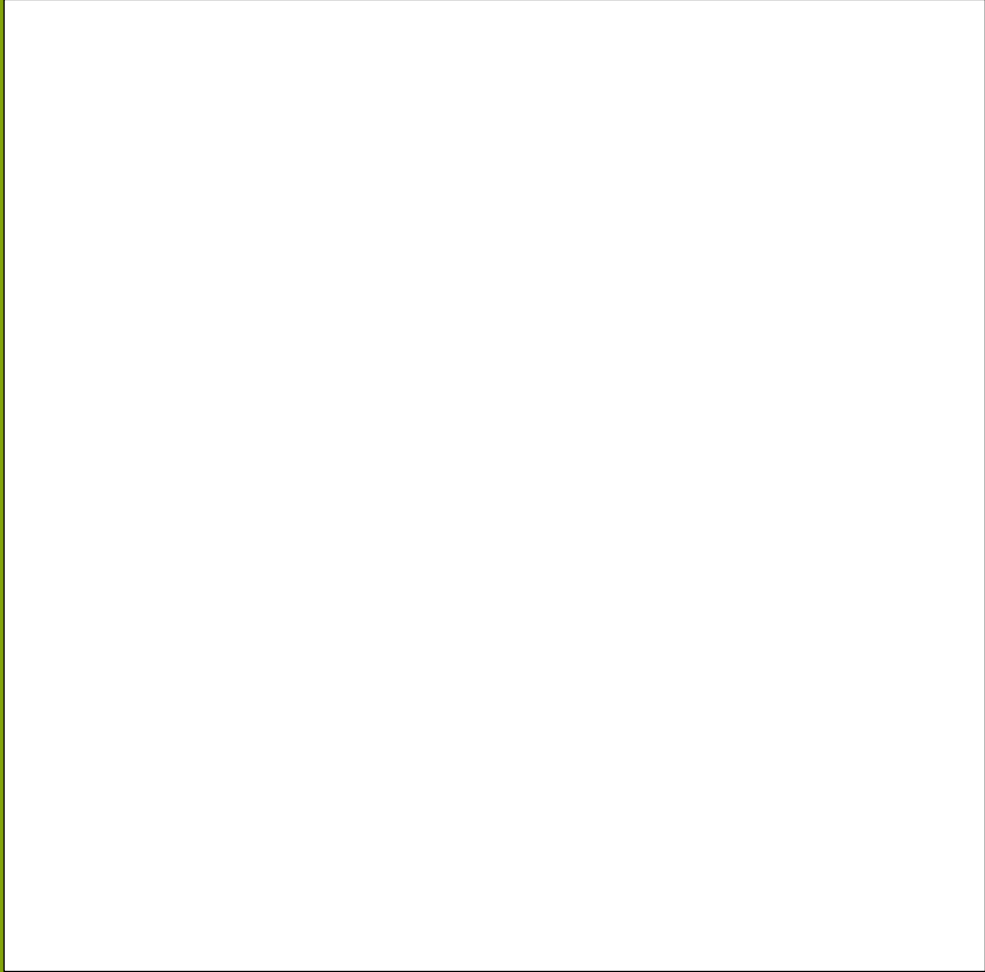
## PATHWAYS TO BILITERACY AWARDS

OSD has designed Pathways to Biliteracy Awards to recognize the development of two or more languages and support students in preparing to meet the criteria for obtaining the California State Seal of Bi-literacy. Several pathway awards have been established at the elementary level and middle school level to acknowledge and encourage students to continue to develop language and literacy skills in two or more languages.

OSD has approved board policy with specific criteria that all biliteracy schools follow. Students who meet the criteria are recognized at the district level during a celebratory ceremony.

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<sup>37</sup> OSD is a TK-8 district.



## INTRODUCTION

The district's ability to implement core multilingual pathways and supporting programs will depend in large part on its ability to recruit and hire bilingual, biliterate, and bicultural certified staff. The Pathway Implementation Schedule will include a staffing chart to show how many bilingually certified staff will be required for each phase of the implementation process. To support the acquisition of sufficient bilingual staff, the district will (a) give preference to appropriately qualified bilingual staff for all open positions in order to develop a pool of potential bilingual/biliterate teachers, administrators, and support staff for new programs; (b) identify interested current bilingual/biliterate paraprofessionals and support them in a pathway to California bilingual authorization; and (c) identify the California Institutions of Higher Education (IHEs) that produce the most Spanish bilingual teachers, and establish a partnership to place their teacher candidates in Oxnard schools for student teacher and practicum purposes.

## STAFFING AND CERTIFICATION

### STATE AUTHORIZATION REQUIREMENTS

California state law requires appropriate authorization of teachers to provide instruction to Emergent Multilingual Learners, including individuals providing specified EML services (EC Section 44001, EC Section 44830(a), EC Section 44831, and EC Section 44253.1). In OSD any teacher assigned to provide English Language Development, Sheltered/SDAIE Instruction or primary language instruction to EMLs must be appropriately certified with EML or bilingual authorization such as Crosscultural, Language and Academic Development (CLAD), Language Development Specialist (LDS), SB 1969/39/2042, Bilingual Crosscultural, Language and Academic Development (BCLAD)/Bilingual Certificate of Competence (BCC), and other current EML authorizations designated by the California Commission on Teacher Credentialing (CCTC). Oxnard School District ensures that all administrators or additional teaching personnel whose assignment includes EMLs also hold appropriate certification to provide necessary instructional services to EMLs. Appendix 11 provides an overview of EML programs and their respective requirements for teacher authorization.

### TEACHER HIRING & PLACEMENT

Teacher hiring and placement decisions are based on student and program need, including EML enrollment data, and other relevant factors. The district's collective bargaining agreements are adhered to in making all staffing decisions. Whenever open teaching positions require bilingual or EML Authorization, the district Human Resources staff actively recruits and hires teachers who are fully certified to fill such positions. Appendix 11 provides details about staff recruitment.

Highest priority is placed on the hiring of bilingually authorized (e.g., BCLAD or equivalent) teachers and their subsequent placement, first in dual language pathways and support programs (such as the Newcomer program) and then in other classrooms that have EMLs, especially to work with Beginning/Emerging and Early Intermediate/Expanding students, as well as those most in need of primary language support in core curricular areas. The second priority is Emergent Multilingual Learner authorized, such as CLAD or equivalent certified teachers. These teachers should be assigned to classrooms that are not part of a dual language pathways/programs and have EMLs. Substitute teachers assigned to long term assignments should similarly have the appropriate EML authorization. They may receive support from bilingual paraeducators who use

the primary language to clarify, explain, motivate and direct students. Teachers on interim assignment longer than 30 days (20 days for Special Ed) are required to meet the same criteria as teachers seeking appropriate credential authorizations.

Job applications, eligibility interviews, and processing procedures for teaching positions are handled at the district Human Resources Department. Interviews for teachers are held at the district level. The district's collective bargaining agreements are adhered to in making all staffing decisions.

## APPROPRIATE USE OF BILINGUAL PARAEDUCATORS

Bilingual paraeducators contribute specialized skills in an EML pathway/program and work and plan closely with the full instructional team. When the teacher does not hold a bilingual authorization such as BCLAD, when available the bilingual paraeducator works in concert with a teacher with an EML authorization, such as CLAD, to provide primary language support to motivate, clarify, direct, support and explain facts and concepts to the EML. The most important priority for the bilingual paraeducators' assignment is student instructional support, in order to ensure comprehensible core content instruction in language arts, math, social studies, and science. Paraeducators are not responsible for English Language Development (ELD) instruction. Paraeducators may also assist with the full spectrum of instructional and related needs outside the classroom, including but not limited to:

- Parent-teacher conferences and notifications;
- ELAC and DELAC meetings;
- ELPAC testing (but not scoring);
- Primary language testing;
- Oral and written translations.

## TEACHERS ON SPECIAL ASSIGNMENT (TOSA)

Teachers on Special Assignment can be assigned at the district-level or site-level. If assigned to a school site, the TOSA adheres to district policy and direction in support of EML pathways and programs. If assigned to the Teaching and Learning Unit, the TOSA meets staffing requirements and can provide expertise in ELD, primary language instruction, and student monitoring and progress.

District-level TOSAs assigned to the Teaching and Learning Unit work closely with and are evaluated and supervised by the Associate Superintendent of Educational Services and/or designee. They oversee and work closely with district staff on the



organization of EML, maintenance and usage of assessment data, monitoring of student progress, and reclassification. Supervision, training and professional development are provided by the Associate Superintendent of Educational Services and/or designee.

Site-level TOSAs work closely with site principals. They also work with district staff on organization of services to Emergent Multilingual Learners, maintenance and usage of assessment data, monitoring of student progress, and reclassification.

## PROFESSIONAL DEVELOPMENT

### OXNARD MÁS

Orientalions on Oxnard MÁS will be conducted for all district and site staff during 23–24 in order to introduce staff to the re–visioned and redesigned ELM master plan. Key features of the plan and procedures to be adopted by all sites will be emphasized. This training will be given to all district and site administrators as well as all TOSAs. Professional development sessions at each site for faculty and staff will be implemented by the site instructional leaders in collaboration with the Unit of Teaching and Learning. After 23–24, annual plan overviews will be provided for all site staff members who have responsibility for implementing the plan. This will ensure that there will be a widespread understanding of the contents of Oxnard MÁS and commitment to faithful and high quality implementation. Orientalions will be conducted for all new staff annually.

### PROFESSIONAL LEARNING & SUPPORT SYSTEM

Federal and state legal requirements exist for a professional learning and support system for teachers of EMLs that represents the shift from professional development to professional learning that is targeted; individualized; based on principles of adult learning theory; sustained, supported with coaching and follow–up; and monitored and assessed to evaluate impact on student learning.<sup>38</sup>

Research indicates that the expert teacher of EMLs is a knowledgeable professional who is an assessor and student advocate accomplished in curriculum, metalinguistics, and crosscultural understanding. It is imperative that a Professional Learning System support the development of teachers' expertise with EMLs with a focus on using students' linguistic and cultural resources. Additionally, professional learning for teachers of EMLs should focus on research–informed and evidence–based instruction for EMLs that is designed to maximize the development of English while also maximizing their development of core curricular

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<sup>38</sup> California Department of Education – Task Force on Educator Excellence (2012).



knowledge and skills through differentiated practices that can include the development of biliteracy skills.<sup>39</sup>

The Oxnard School District plans for and schedules professional learning in response to two key recommendations in Greatness by Design<sup>40</sup>:

- 5A Establish professional learning expectations for educators linked to the certification renewal process and orchestrated through Individual Learning Plans (ILPs).
- High quality options for base credential renewal
  - IPLPs for educators based on California Standards for the Teaching Profession (CSTP)
- 5B Establish infrastructure.
- Adopt professional learning standards and quality criteria.
  - Develop, leverage and incentivize rigorous PD opportunities.

Professional learning for Oxnard educators is guided by the California Quality Professional Learning Standards (CDE, 2014/15)<sup>41</sup>, which are intended to help educators, local educational agencies, and the state develop and contextualize professional learning system goals and plans. The following key standards provide the framework for how Oxnard School District designs professional learning:

Data	Quality professional learning uses varied sources and kinds of information to guide priorities, design, and assessments.
Content & Pedagogy	Quality professional learning enhances educators' expertise to increase students' capacity to learn and thrive.
Equity	Quality professional learning focuses on equitable access, opportunities, and outcomes for all students, with an emphasis on addressing achievement and opportunity disparities between student groups.
Design & Structure	Quality professional learning reflects evidence-based approaches, recognizing that focused, sustained learning enables educators to acquire, implement, and assess improved practices.
Collaboration & Shared Accountability	Quality professional learning facilitates the development of a shared purpose for student learning and collective responsibility for achieving it.
Resources	Quality professional learning dedicates resources that are adequate, accessible, and allocated appropriately toward established priorities and outcomes.

<sup>39</sup> Saunders, W. & C. Goldenberg. (2010). Research to Guide English Language Development Instruction. In: California Department of Education (2010). Improving education for English learners: research-based approaches. Sacramento: California Department of Education. pp. 21-82.

<sup>40</sup> Greatness by Design: Supporting Outstanding Teaching to Sustain a Golden State. CDE: CA. California Department of Education (2014, revised 2015).

<sup>41</sup> Quality Professional Learning Standards. CDE, Professional Learning Support Division. Sacramento, CA.



Oxnard School District provides educators several avenues for professional learning. This includes the opportunity for teachers of EMLs to reflect and collaborate on their instructional practices and utilize assessments to inform instruction. Teachers are part of effective learning communities meeting the needs of diverse learners. OSD has outlined professional learning that includes three critical elements: Focused & Intentional, Reflection & Coaching, and Impact Measures.

DISTRICT EML VISION	Changing the World! Inspired, Accomplished, Multilingual Global Citizens - In School and Beyond
DISTRICT EML MISSION	IGNITE EMLs' passions for learning and empower them to achieve brilliance.  TRANSFORM our classroom and school expectations, relationships, and practices to more fully align with our values.  NURTURE caring communities that develop EMLs' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.  EMBRACE high-leverage services and approaches that translate our values into action.
PROFESSIONAL LEARNING & SUPPORT (District Strategic Goal 3.3)	Implement a coherent professional development program for teachers, support staff, and administrators designed to improve the district's capacity to implement the strategic plan recommendations fully and equitably for EMLs.  Specifically, focus on improving the quality of instruction, interaction, and engagement in every classroom in every school so that all EMLs reach high levels of academic excellence, multilingual achievement, global competency, and healthy identity development, agency, and voice.

In 2023–2024, all staff (administrators, teachers, support staff) will be provided with an orientation to Oxnard MÁS and the district-supported core multilingual pathways and support programs, and annually thereafter for any staff new to the district. All multilingual program teachers and principals will participate in professional learning that addresses the foundations and fundamentals of multilingual education, the English Learner Roadmap policy, the research base and rationale for multilingual education, as well as the curricular, pedagogical, and family engagement practices including assessment, that are aligned to both the EL Roadmap and Oxnard MÁS. All principals assigned to schools with multilingual programs will participate in professional learning opportunities designed to promote greater principal understanding, expertise, and leadership within a multilingual education context and to provide principals with a community of practice within which to coach and mentor each other and seek common solutions to school specific and district wide issues and challenges.

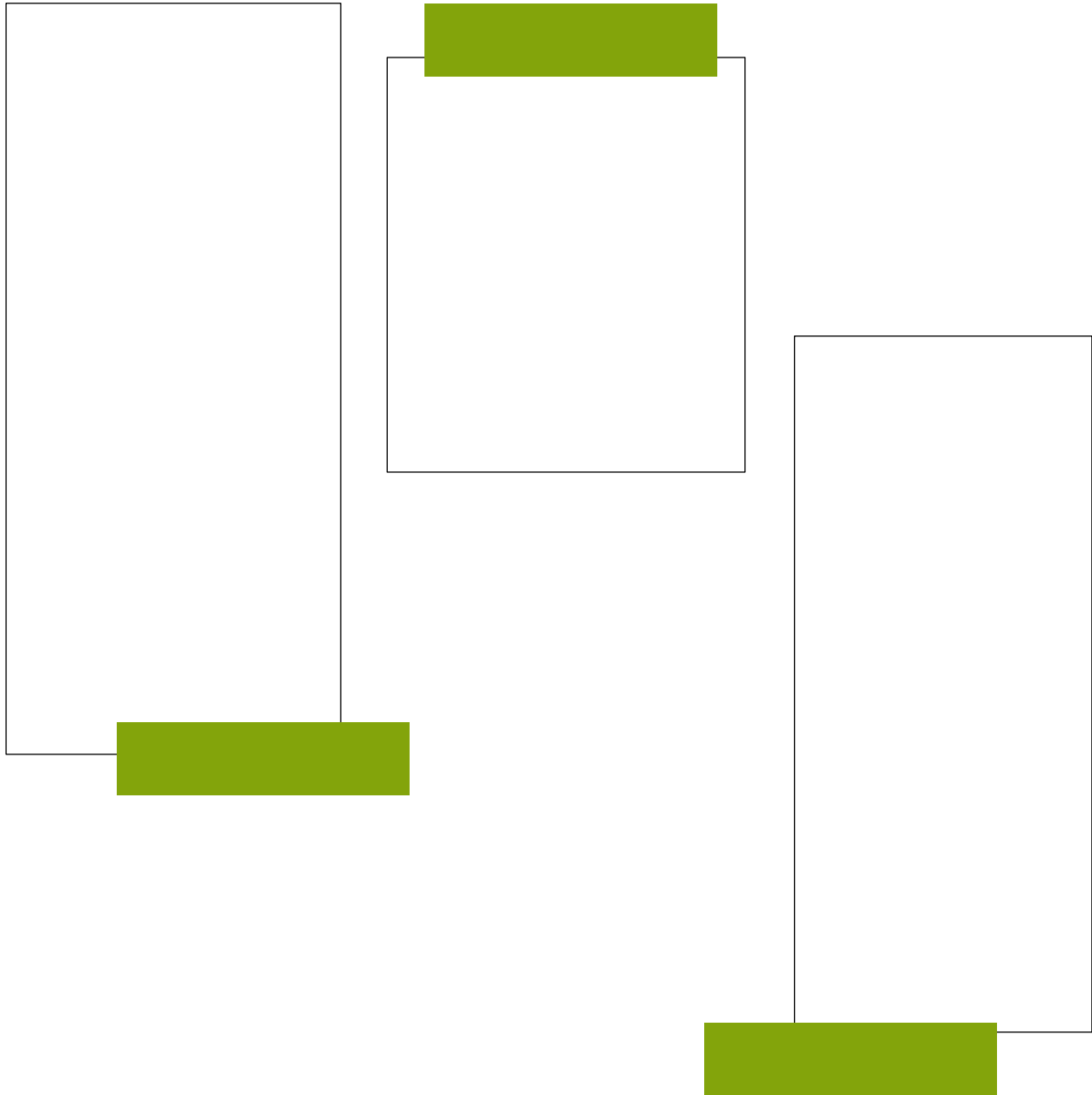
All multilingual teachers will be part of a multilingual professional learning community to promote greater teacher understanding, expertise, and leadership within a multilingual classroom context and to provide multilingual teachers with a community of practice within which to coach and mentor each other, calibrate their practice, identify emerging best



practices, and seek common solutions to curricular and pedagogical issues and challenges. An additional multilingual coach will be hired to provide on-site, in-classroom support, coaching, and mentoring to both multilingual principals and teachers for ongoing continuous improvement. All Emergent Multilingual coaches will be supported in expanding their expertise around the benefits of multilingual learning and the various types of programs and pathways and research-informed powerful instructional practices.

The district will provide ongoing professional learning to assessment, enrollment, parent liaison, and other support staff so they become informed about multilingual learning. In understanding the research base for these educational options, they can more effectively work with students, as well as, articulate and explain the program to parents and others.

Oxnard School District Professional Learning - EML Focus



Training efforts related to EMLs will focus on the following areas:

- Critical Elements of EML Pathways & Programs
- Primary language instruction (in DLI)
- ELD standards - simultaneous with CCSS, ELA - Math - NGSS for Integrated ELD (Research and evidence-based practices, Curriculum planning, Differentiation and Use of Materials, Assessment)
- Designated ELD (Research and evidence-based practices, Curriculum planning, Differentiation and Use of Materials, and Assessment)
- Crosslinguistic Transfer and Language-Specific Skills (Non-transferable skills)
- Frontloading and Specially Designed Academic Instruction in English (SDAIE) Cultural Proficiency
- Learner Profile-Focused Instruction and Assessment
- Parent Engagement

### PROFESSIONAL DEVELOPMENT FOCUS AREAS FOR ACCESS TO CORE CONTENT

FOCUS AREAS	LESSON PURPOSE, CONTENT, AND ORGANIZATION
Content Instruction through the Primary Language	<p><b>PURPOSE:</b> Provide time during the school day in which teachers use the content standards to provide EMLs with direct access to core content (i.e., history/social science, mathematics, science, visual/performing arts) to promote EML academic success and development of discipline-specific academic language.</p> <p><b>CONTENT:</b> Grade level content objectives and standards; essential pedagogical principles; high-leverage practices and strategies.</p> <p><b>ORGANIZATION:</b> Lessons are designed for maximum student engagement and incorporate high-leverage practices to ensure that students develop age-appropriate content, academic, and cognitive knowledge, skills, and capacities.</p>
Primary Language Support in the Content Areas	<p><b>PURPOSE:</b> Provide support during and outside of the school day in which teachers and/or first language-proficient others help EMLs bridge the language proficiency gap in order to access core content taught primarily in their new language.</p> <p><b>CONTENT:</b> Use of high-leverage strategies that promote access to content; use of language scaffolds, text features, translation/interpretation, and other resources and strategies.</p> <p><b>ORGANIZATION:</b> Can take place in individual or small groups during content instruction and through tutoring and after/before school times.</p>

FOCUS AREAS	LESSON PURPOSE, CONTENT, AND ORGANIZATION
Integrated ELD	<p><b>PURPOSE:</b> A time in which teachers with EMLs in their classroom use the California content standards in tandem with ELD/ELA standards to provide access to grade level content instruction.</p> <p><b>CONTENT:</b> Grade level content objectives and standards; essential pedagogical principles; high-leverage practices and strategies.</p> <p><b>ORGANIZATION:</b> Lessons are designed for maximum student engagement and incorporate scaffolding strategies and other high-leverage practices to ensure that language demands do not interfere with student's ability to access grade level content material.</p>
Primary Language & Literacy Development	<p><b>PURPOSE:</b> Provide time during the school day in which teachers use the Spanish Language Arts (SLA) standards to promote first language oracy and literacy, including the academic language necessary for school success.</p> <p><b>CONTENT:</b> Grade level SLA objectives and standards; essential pedagogical principles; high-leverage practices and strategies.</p> <p><b>ORGANIZATION:</b> Lessons are designed for maximum student engagement and incorporate scaffolding strategies and other high-leverage practices to ensure that students develop age-appropriate oracy and literacy skills.</p>
Designated ELD (Leveled ELD)	<p><b>PURPOSE:</b> Provide a protected time during the school day in which teachers use the ELD standards to promote second language acquisition of listening, speaking, reading, and writing and academic language necessary for school success.</p> <p><b>CONTENT:</b> Follows scope and sequence of language skills in functional contexts</p> <p><b>ORGANIZATION:</b> Level of English proficiency</p>

### MONITORING OF PROFESSIONAL DEVELOPMENT AND SUPPORT

The site principal, the Associate Superintendent of Educational Services, and the Director of Teaching and Learning monitor teacher professional development related to EML support to ensure that all staff members working with EMLs receive relevant professional development and support. The Assistant Superintendent for Human Resources monitors the progress of teachers in training as they fulfill their agreements to complete EML authorizations and related requirements.



## FAMILY ENGAGEMENT

Oxnard SD's Family Engagement work has a strong base from which to grow since the addition of a Manager of Equity, Family, & Community Engagement in 2021. The family engagement work is guided by the California Family Engagement Framework. An important and critical component of Family Engagement is quality interpretation and translation which is carried out by the Language Access Unit.

While the Framework has been helpful, our recommendations under Strategic Goal include updating and strengthening this document to align more directly and powerfully to Oxnard EMPOWERS, especially where parents of EMLs is concerned. Much of the district's future work in this area will be guided by Dr. Karen L. Mapp's<sup>42</sup> Dual Capacity-Building Framework for Family/School Partnerships<sup>43</sup>, which is based on the premise that, for family engagement to become a reality, there must be a focus on building capacity among both families and schools. Much of this section borrows from her work, for which we are very grateful.

### EQUITY, FAMILY, & COMMUNITY ENGAGEMENT & FRAMEWORK FOR FAMILY ENGAGEMENT

In addition to the Manager of Equity, Family, & Community Engagement, the team is currently made up of a Parent Support Liaison and two Mixteco interpreters/Family Liaisons. OSD also has a Community Liaison that provides some support to our family/community engagement work and to Pupil Services.

The family/community engagement team works closely with the site ELACs and the DELAC, providing a district-wide training session in the Fall of each year. The district-level courses include parent Project 2 Inspire workshops in English and Spanish, Mental Health Camp, and wellness workshops for families provided by different organizations, such as Logrando Bienestar through Ventura County Behavioral Health and California Lutheran University to provide these workshops. Courses or parent education/empowerment workshops at the sites vary. Examples of these sessions include family literacy nights,

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<sup>42</sup> Karen L. Mapp, Ed.D., is a senior lecturer on education at the Harvard Graduate School of Education (HGSE) and the faculty director of the Education Policy and Management Master's Program. Retrieved from: <https://www.gse.harvard.edu/faculty/karen-l-mapp>

<sup>43</sup> Mapp, K. L. & Bergman, E. (2019). Dual capacity-building framework for family-school partnerships (Version 2). Retrieved from: [www.dualcapacity.org](http://www.dualcapacity.org)



family math nights, STEAM nights, Parent Project Workshops, The Latino Family Literacy Project, a-g requirements, and Wellness Parent Nights.

As we look to the future, we look forward to working to align our Family Engagement Framework to Oxnard MÁS and the Dual Capacity-Building Framework for Family/School Partnerships such that it can become a more powerful guiding document that helps families and schools work in true partnership for the benefit of our students and their families.

## HOME-SCHOOL COLLABORATION & ENGAGEMENT

### INTRODUCTION

Under Strategic Goal 4.3 - Family Engagement, Oxnard EMPOWERS (the district strategic plan) and Oxnard MÁS, the district commits to creating family engagement opportunities that address community aspirations and needs. The following actions are specifically articulated:

- Adopt a Family Engagement Framework consistent with Oxnard MÁS and align the current Family Engagement and Parent Support Services to that framework.
- Design structures and spaces at every site to promote and ensure parent voice, agency, involvement, and leadership development for parents of EMLs.
- Develop coherent classroom- and school-based opportunities for parent participation and involvement in EMLs' learning lives as well as for showcasing strengths, talents, and expertise of parents of EMLs.
- Ensure participation, involvement, and support of our African American, Mixteco, Asian-Pacific Islander, and Emergent Multilingual Learner parents in the different aspects of their children's education.
- Educate all staff on the benefits of family/community engagement with targeted focus on engaging parents of EMLs.
- Develop a strategy to increase/expand EML parent engagement each year for the next five years and staff/fund it appropriately.

### COMMUNICATION PROCESSES

Our goal is to clearly communicate that all multilingual programs have the same central goals: (1) proficiency in two or more languages, (2) academic achievement and college/career readiness, (3) global, multicultural, and sociocultural competence, and (4) learner agency and confidence. Part of the communication process will be to highlight multilingual success stories and more fully develop several communication paths/methods:

- Multilingual Communications Materials: Design and disseminate a variety of multimedia materials (i.e., brochures, public service announcements, videos, posters) targeting the various stakeholder groups to develop interest about multilingual education as a high-level gifted/enrichment approach that prepares students for success in a global world.
- Website and Social Media: fully develop and monitor the district/school websites and a broad range of social media, including blogs, webinars, tweets, and other relevant media for the purposes of disseminating information about multilingual education in the district.

Communication with parents of EMLs in their primary language is essential to foster parent support, involvement, and engagement. Translation and interpretation services are provided by staff from the district's Educational Services Department and individual school sites. Under state law, schools must provide written communication in the primary language of the parent when fifteen percent or more of the students speak a language other than English as indicated on the Language Census Report (R-30). This includes all written communications sent to a parent or guardian, including, but not limited to IEPs, progress reports, discipline notices, other parent notifications, meeting/conference materials, and ELAC/DELAC agendas/minutes. In addition, the district recognizes that under federal law, a school must ensure that all parents, including those who speak low incidence languages, receive meaningful access to important information. Important written information such as IEPs must be translated even when less than 10% of the student population speaks the language of a parent. In cases where families are not literate in their native language, oral communication will be provided.

The district provides written notification to parents of all EMLs concerning the following:

- Initial identification
- Program options
- Program placement
- Progress expectations for each grade level
- Annual ELPAC level and CAASPP scores
- Reclassification criteria
- Promotion requirements for 8<sup>th</sup> graders

Each school year, parents of EMLs are informed of their child's progress in ELD and core content areas on the regular student report card for their grade level. In addition, EML progress toward meeting the district's minimum progress expectations for EMLs is discussed at the elementary level during an individual parent-teacher conference and at the secondary level on an annual basis through parent meetings with designated site staff.

## VOLUNTEERING IN CLASSROOMS DURING THE SCHOOL DAY

The district recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The district encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program. Guidelines for volunteering in the Oxnard School District are referenced in Board Policy AR1240.

## DECISION MAKING

Parents are crucial in participating in the decision-making process of the educational needs of the Oxnard School District students. The Local Control and Accountability Plan requires that every district set annual performance goals in response to the eight state priorities. Specific actions and plans are delineated to achieve these goals, including parent and family engagement. The new law describes parent involvement as "the efforts a school district makes to seek parent input in making decisions for the school district and each individual school site, and including how the school district will promote parental participation in programs for... pupils... with exceptional needs." (LCFF, EC Section 52060–52077). Through involvement in ELAC, DELAC and other site/district committees, parents of EMLs have opportunities to provide input in the decision-making process.

## PARENT ENGAGEMENT TO SUPPORT EML SUCCESS

As part of Oxnard EMPOWERS and Oxnard MÁS, the district commits to more directly engaging parents and key others by creating and growing family and community alliances focused strategically on their collaborative leadership role in supporting and promoting success for all EMLs, as defined by the Oxnard Student Profile. As part of this, families will be provided with Dual Language Education (DLE) learning opportunities so that they are able to communicate clearly with parents and community members about the foundations, fundamentals, and benefits of dual language education, the English Learner Roadmap policy, the research base and rationale for multilingual education.

To additionally bolster this goal, the district commits to:

- Facilitating communication by the availability of translation and interpretation services.
- Holding parent meetings at convenient meeting times, with childcare and interpretation services provided. For languages other than Spanish, a 24–72 hour request prior to the event must be submitted to the Educational Services Department.



- Providing parent training on a variety of topics related to EMLs, i.e., parent advocacy, cultural proficiency, academic support, and social/emotional support.
- Maintaining a centralized list of county and community services in an effort to assist in the coordination of resources for parents.
- Utilizing Site Outreach Resource Consultants to act as liaisons between families and county and community services to coordinate resources for parents.

## FAMILY ENGAGEMENT FOR DLI PROGRAMS

Oxnard School District is fully committed to building close relationships with the families that enroll their children into the Dual Language Immersion program. The Guiding Principles for Dual Language outlines the different levels of family engagement and OSD will incorporate these levels as part of its work.

The first and most important facet of promoting family engagement is ensuring that the school creates an infrastructure that is positive, active, and intent on developing strong ties with all members of the school community. In creating such a setting, groups of families are fully informed and assist the principal and parent outreach facilitator connecting them to the school on a continuous basis. Most successful schools have a staff member that is designated as a Parent Liaison to work with the office staff and principal to create key connections with the families of the school. In Oxnard SD, all schools have such a staff person. These individuals receive professional development on the importance of access, equity, and social justice to ensure successful outreach to and connections with all members of the school community. This, in turn, creates a welcoming school climate that positions itself to connect the families to the school and program.

Once this infrastructure is in place, the school plans and promotes family engagement, family education activities, and support services to fully inform parents on the three core goals of a Dual Language Immersion program. This work includes carefully designed family education activities to offer families key information about first and second language acquisition and how to support their child's journey in a Dual Language program. Family Education evenings are scheduled throughout the year and consist of programmatic overviews, question and answer periods, review of progress data, ideas on how to support children with homework and school projects, secondary program programming, etc. All families are highly encouraged to participate in these Family Education opportunities, as well as, schoolwide activities that include family/teacher conferences, Back to School Nights, Open House, and different cultural and special events planned by the school. These



efforts build a strong school climate and promote close relationships between the families creating a school community that is fully informed, collaborative, and supportive.

Communications with families using both traditional means of communication (newsletters, flyers, and written information) and electronic and social media requires carefully designed methods. Messaging the value and importance of both languages is a critical component of this work and side by side translations are highly encouraged. This means that all communications are translated correctly so that families understand that the work on bilingualism and biliteracy at the school site transcends to the school community as a whole. The messaging of this work promotes high levels of family and school connections and supports families in their decision to advance their child's education in both languages. The school leader is crucial to this work and works to create positive and informative messages to the school community in order to promote the program and bilingualism/biliteracy for all.

The next component of parent engagement is supporting the governance of the school through formal participation in the school's advisory committees, school site council, DELAC committees, and home school clubs. Each one of these governance groups clearly reflects the community it serves and is organized so that families of native Spanish-speaking children and families of English dominant students are connected and working side by side to ensure the success of the program for all. Governance activities are scheduled strategically to maximize parent participation and all reports are translated to help families understand the systems organized at the school. Creating strategic partners at a school will result in families that support the school program, understand the key components of how a school plans its budget, curriculum and instructional program, and creates ambassadors for the program for on-going and future recruitment of new families into the school.

Cultural events and social activities in a Dual Language Immersion school are also key to creating a school climate that is respectful of the work that is taking place in the school's DLI classrooms with students. Successful programs know this to be key and teachers, administrators, and support staff work collaboratively to schedule events that promote multiple languages and cultures. This may include student performances in both languages that showcase the development of the students in the target language and English. This may also include student projects, sharing essays and oral reports, public displays of work in both languages, open houses that are culturally and linguistically designed to show the progress of both languages, as well as growing sociocultural competence, etc. Many schools also ask students to be the master of ceremonies and announcers once they are proficient in both languages, so that they can utilize their skills in a public space. These efforts lead to the development of a protected language enclave that promotes both the languages and cultures of the students who are engaged for multiple years in the formal development of biliteracy.

## PARENT ANNUAL NOTIFICATION & STUDENT PLACEMENT

The parent will receive an Annual Notification (EL-10 ELPAC Annual Parent Notification Form) of pathway/program options and their child's options for program placement in the coming year. Parents may place an initial request at this time. Parental consent is necessary for changes in program.

In addition, general information about the district's placement options will be made available year-round at the school sites and district offices. This information will include an overview of the programs, placement procedures, and names and phone numbers of contact. Appendix 5 describes the district's placement options.

The student is assigned to an appropriate program based on assessment data, with great deference given to the parent's request. Given the negative consequences of subtractive programs, the preferred/default placement is a dual language pathway/program, if one exists. Appendix 5 details the placement procedures and options.

## MOVING FORWARD

Oxnard School District is committed to working proactively to promote positive and collaborative working relationships with families. In order for Family Engagement to become a reality and authentic family/school partnerships to exist, there must be a focus on building capacity among both the families of our students and the educators, staff, and administrators at our schools. Dr. Karen L. Mapp's Dual Capacity-Building Framework for Family/School Partnerships provides a scaffold for thinking about and designing systems to support family engagement by creating collaborative and coordinated systems. In line with the research on the importance of family engagement on student achievement, the Dual Capacity-Building Framework asks us to focus on developing parents' and educators' skills in four areas: capabilities, connections, cognition, and confidence. This aligns quite clearly with the shifts Oxnard MÁS makes from deficit- to asset-based thinking as we look at the funds of knowledge that our students and their families bring into the educational journey with them.

Additionally, it values the professionalism of OSD school and district staff by providing continued professional learning opportunities that will help them improve their practice. If effective cradle-to-career educational partnerships between home and school are to be implemented and sustained with fidelity, engagement initiatives must include a concerted focus



on developing adult capacity. The following goals and outcomes are outlined on [dualcapacity.org](https://www.dualcapacity.org)<sup>44</sup> and refer to the Policy and Program Goals section of the Dual Capacity-Building Framework. Furthermore, they are what OSD hopes to see as outcomes of the district's efforts in the area of Family Engagement. These goals and outcomes are described in Appendix 15.

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<sup>44</sup> <https://www.dualcapacity.org/framework-in-depth/policy-and-program-goals>



## LANGUAGE ACCESS

### INTERPRETATION/TRANSLATION

OSD has English–Spanish translators and interpreters and two Mixteco interpreters. Additionally, the district contracts with American Language Services to offer interpretation in various languages, including Zapotec. More detailed information about interpretation services can be accessed through the LCAP.

### ETHICS OF INTERPRETATION

In multilingual settings, language access facilitates family engagement, because it provides the tools and the structure for all families to be able to not only access information and services, but then to be able to participate, as well. As part of that structure, we must have highly skilled and qualified professionals to do the work. These professional interpreters or trained bilingual staff who are assigned to be in that role in addition to their primary job are bound by important ethical principles that inform all work done around interpretation and translation:

- Accuracy: One must interpret everything, accurately and completely, without filtering.
- Confidentiality: If a family happens to know the interpreter from another role in their life, it can be difficult for families to trust the interpreter in this position. The fear of a lack of confidentiality with a certain interpreter can be a barrier, therefore, to true interpretation in which both parties are able to honestly express their thoughts and concerns.
- Respect: Treating all parties with dignity. This means that no interpreter ever 'gives' anyone a voice, but is instead a conduit of communication, transferring messages from one party to another.
- Role boundaries: An interpreter can only do one assignment at a time. Interpreters cannot therefore take notes, offer their own opinions, or facilitate a meeting while interpreting. Additionally, interpreters must not act outside their role and advocate or offer advice, etc.
- Professionalism: Many interpreters get pulled into doing interpretation work by employers and therefore do not feel free to say that they are not prepared (e.g., lacking the necessary vocabulary, etc.). Additionally, in these situations, employees have often already worked an 8 hour day in their other job (i.e., office manager, assistant, etc.) and are then asked to interpret for a 3-hour meeting. Professionalism, then, is declining jobs when ethics would be compromised.
- Impartiality: In schools, we often ask those who work in the office, parent engagement roles, etc. to do the work of interpretation, and consequently, impartiality is almost never observed in educational interpreting. When there is no



impartiality, the information stops with the bilingual person and they become the point of communication instead of the bridge or conduit. Lack of impartiality can lead to the adding, deleting or changing of parts of the messages as a result of the interpreters' own filter.

- Professional Learning: The entire educational system needs to receive professional learning in the ethics of interpretation, such that others can support the interpreter in their ethical professional decisions. This includes all educators, administrators, Special Educators, staff, etc., as well as families who will be part of the interpretation process.

As these ethical principles indicate, we cannot assume that bilingual folks can do this without training. The role of an interpreter should be filled by a professional or by a bilingual staff member who is supported by a well-trained district and site staff.

OSD plans to adopt a Language Access Handbook in the Summer of 2024 for our school sites to reference when implementing language access.

## ADVISORY COMMITTEES

### INTRODUCTION

Oxnard School District has several approaches for systematically involving parents of EMLs in the education of their children. These are established at the district and site level and include opportunities for parents of EMLs to collaborate with district staff and provide recommendations for districtwide plans focused on serving EMLs, including Local Control and Accountability Plan (LCAP), Title III, School Site Council, Single Plans for Student Achievement (SPSAs), Local Educational Agency Plan (LEAP) Program, and SAFE Schools.

### EML ADVISORY COMMITTEE (ELAC)

As stipulated in California Education Code<sup>45</sup>, each school with 21 or more EMLs must establish a functioning EML Advisory Committee (ELAC). ELACs are not decision making councils nor do they approve expenditures from any funding source; however, they provide valuable input and advice on school decisions and use of funding sources dedicated to EMLs.

### ELAC REQUIREMENTS

1. Members will be chosen by election. All parents/guardians of EMLs have an opportunity to vote to elect the officers.
2. Members will receive materials in their home language and training related to carrying out their legal responsibilities.
3. The ELAC advises the principal and staff on programs and services for EMLs using academic performance measures.
4. The ELAC shall assist the school in the development or review of:
  - a. School's Single Plan for Student Achievement
  - b. School's needs assessment
  - c. School's annual language census
  - d. Ways to make parents aware of the importance of regular school attendance
  - e. Ways to meet the social and academic needs of EMLs

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<sup>45</sup> Legal References (California Department of Education website: <http://www.cde.ca.gov/ta/cr/elac.asp>)

- California Education Code, sections 35147 (c), 52176 (b), and (c), 62002.5, and 64001 (a)
- California Code of Regulations, Title 5, Section 11308 (b), (c), and (d)

- f. Ways to improve communication with the parents and the broader community
5. At its first or second meeting of the year, the ELAC will elect one representative and one alternate representative to the District English Learner Advisory Committee (DELAC).
  6. The ELAC maintains recorded minutes and agendas.
  7. The site principal and the Manager of Equity, Family, & Community Engagement will annually review the implementation of ELAC in order to ensure that all requirements are met by each school.
  8. Each school will actively encourage all EML parents to consider election to ELAC and DELAC and/or to participate in ELAC and DELAC meetings even if not a formal representative.

### ELAC ROLES AND RESPONSIBILITIES

POSITION/ROLE	RESPONSIBILITIES
PRINCIPAL	<ul style="list-style-type: none"> <li>■ Establish ELAC</li> <li>■ Schedule at least six regular ELAC meetings and announces meetings in advance (within 72 hrs.)</li> <li>■ Coordinate meetings, communication, and documentation to and from district's Educational Services Department</li> <li>■ Serve as a voting member</li> <li>■ Arrange agenda planning meetings with ELAC Chairperson</li> <li>■ Arrange childcare</li> <li>■ Review required written communication</li> <li>■ Submit ELAC minutes and agendas to the Educational Services Department</li> <li>■ Report on EML placement in different program types, number of requests for DLI programs received and approved.</li> </ul>
ELAC PRESIDENT	<ul style="list-style-type: none"> <li>■ Meet with site principal to plan agenda</li> <li>■ Preside over all meetings</li> <li>■ Follow Robert's Rules of Order</li> <li>■ May request that site principal conduct meetings</li> </ul>
ELAC VICE-PRESIDENT	<ul style="list-style-type: none"> <li>■ Meet with site principal and ELAC President to plan agenda</li> <li>■ Assume all ELAC President's roles and responsibilities when president is absent</li> </ul>
ELAC SECRETARY	<ul style="list-style-type: none"> <li>■ With the support of school personnel maintain minutes of meetings</li> <li>■ Maintain a private address and phone list of all ELAC members</li> </ul>
ELAC PARLIAMENTARIAN	<ul style="list-style-type: none"> <li>■ Assume all ELAC President's roles and responsibilities when President and Vice President are both absent</li> <li>■ Oversee that members follow Robert's Rules of Orders and Meeting Norms</li> </ul>
DELAC REPRESENTATIVE	<ul style="list-style-type: none"> <li>■ Attend monthly DELAC meetings as school representative</li> </ul>

POSITION/ROLE	RESPONSIBILITIES
	<ul style="list-style-type: none"> <li>▪ Report back to ELAC any important information from the DELAC meeting</li> </ul>

### ELAC ELECTION PROCESS

Elections for ELAC will be conducted annually at the school site before September 30 each year. Members will serve for two years, with half the membership elected each year. Membership composition must reflect the percentage of EMLs in the school. Membership will include parents and school staff (fewer than the number of parents). Each ELAC committee shall have a minimum of five members and a maximum of ten members, exclusive of the site principal or designee. Once ELAC officers are elected, each ELAC shall elect one representative and one alternate representative to the DELAC. If an ELAC member must be replaced during the year, the replacement will serve for the remainder of the year. At the beginning of the following year, an election must be held to fill the position.

### ELAC TRAINING REQUIREMENTS

Each year, the school/district will provide all ELAC members with appropriate training, materials and information needed to carry out their responsibilities and duties. The site principal will provide an overview of roles and responsibilities, and the district will provide further appropriate training, including information about the relation between ELACs and the DELAC, and the responsibility of ELAC representatives to the DELAC to act as liaisons between the two groups. ELAC members will provide input into the selection of the following required training topics:

- Review of Robert's Rules of Order
- SPSA development and implementation, including analysis of student data to make recommendations about allocation of funding based on identified needs
- The design and development, content, purpose and results of a school-by-school, district-wide needs assessment
- Data included in the annual Language Census - EL, IFEP, and RFEP populations, reclassification, instructional program participation, staffing - and the implications for student achievement
- Attendance patterns and trends, in addition to school and district attendance policies
- Initial identification, reclassification, and placement of Emergent Multilingual Learners
- Monitoring procedures for the academic progress of reclassified (RFEP) students
- Categorical budgets including appropriate use of funds and supplemental services to address the identified needs of Emergent Multilingual Learner and RFEP students.
- Overview of effective methodology that fosters language acquisition and academic content knowledge of EMLs

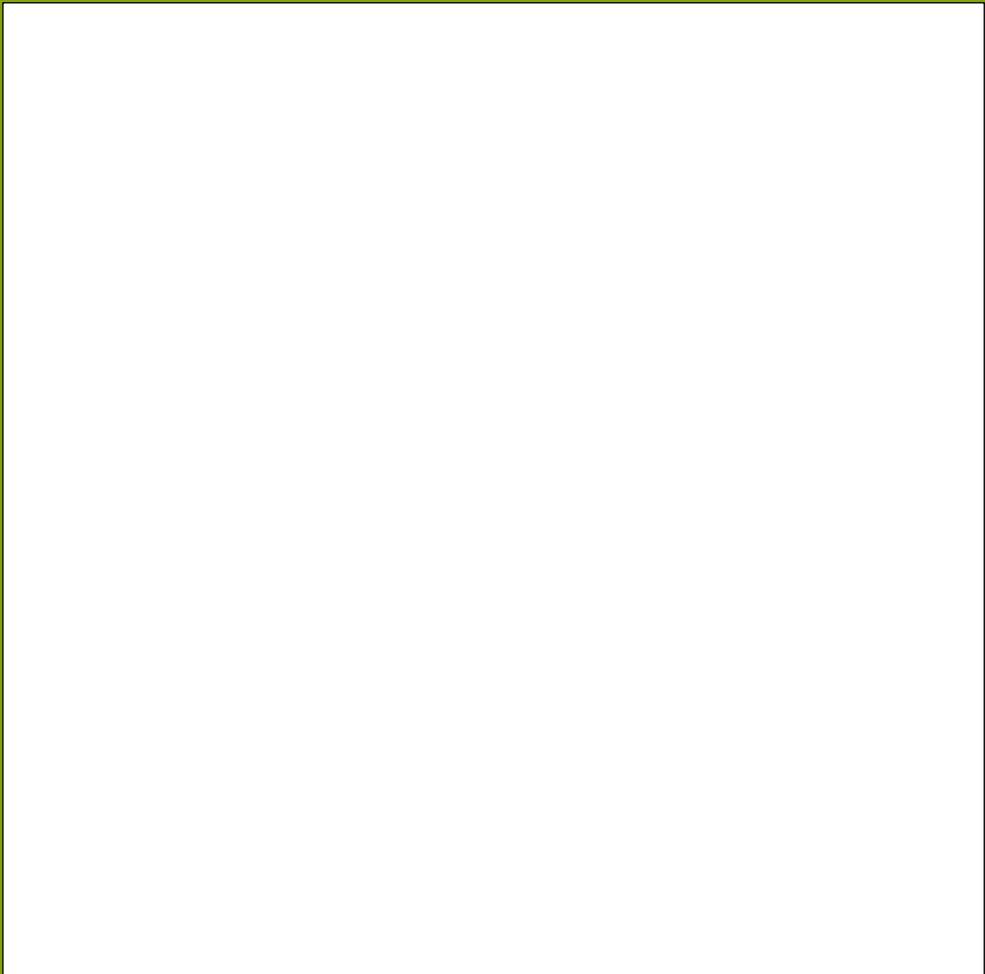
## DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC)

California Education Code requires each California public school district to form a District-level English Learner Advisory Committee (DELAC) or subcommittee of an existing district-wide advisory committee, based on enrollment of fifty-one (51) or more EMLs (CDE, 2015). Parent participation in DELAC is proportionately determined by the total number of EMLs enrolled within the district. Parents or guardians of EMLs not employed by the district must constitute a majority membership (51 percent or more). After the site ELAC memberships have been established, each ELAC must elect a Representative and Alternate to participate in the District English Learner Advisory Committee (DELAC). It is OSD's goal to ensure that parents of EMLs have a meaningful opportunity to participate in the policy making processes that guide district programs and services to address the language, academic/cognitive, and social-emotional needs of these students. Studies have consistently shown that parental involvement can have a direct positive impact on increasing the academic achievement level of their children. The Board recognizes that parents of EMLs, working together with school staff and the community, can serve as a vital resource in improving our schools and neighborhoods in general.

### DELAC TRAINING REQUIREMENTS

The district will provide all DELAC members with appropriate training, materials and information needed to carry out their responsibilities and duties, including the responsibility of site ELAC representatives to take back information from the DELAC meetings to the ELAC members. DELAC members will have input into the selection of the following required training topics:

- Review of Robert's Rules of Order
- Standardized assessment data results and implications
- Annual staffing report on the number of certified and non-certified teachers instructing EML
- EML pathway/program options and process
- Comprehensive information about the development and implementation of the Local Educational Agency (LEA) plan and its relation to the EML master plan
- The design and development, content, purpose, and results of a school-by-school, district-wide needs assessment
- Goals, rationale, structure, and outcomes of the instructional programs for EMLs in the district
- Data included in the annual Language Census - EML, IFEP, and RFEP populations, reclassification, instructional program participation, staffing - and the implications for student achievement
- Criteria and procedures for reclassification of EMLs and monitoring of RFEP students
- Notifications for parents of EMLs (Enrollment, Notification of Test Results, Annual Title III Notifications)



## THE EML COORDINATING COUNCIL

OSD has established an EML Coordinating Council (EML CC) as a key mechanism for EML accountability. The Director of Teaching & Learning, in consultation with the Superintendent, convenes and leads the EML CC. This council is designed to ensure that district stakeholders have a mechanism to plan and coordinate for optimal pathways/programs and for EML success. The Council is comprised of the Associate Superintendent of Educational Services, the Director of Teaching & Learning, the Assistant Superintendent of Human Resources, representatives of the California School Employees Association (CSEA), the Oxnard Support Services Association (OSSA), the Oxnard Educators Association (OEA), and outside evaluators and specialists. Others participate as needed.

The EML Coordinating Council meets regularly to discuss topics pertaining to the implementation of EML pathways/programs in the district. The Council also:

1. Reviews strategies, ideas and suggestions for EML pathways/programs as well as a focus group for collaborative problem-solving;
2. Provides a forum to evaluate and determine that practices, resources, and personnel are being used effectively to implement the district's EML pathways/programs;
3. Reviews data on EML performance;
4. Contributes to the review of the Annual Evaluation Report;
5. Ensures communication and integration as we continue to bring clarity, consistency, compliance, and continuing improvement to the district's EML programs.

## MONITORING & ASSESSING PATHWAY & PROGRAM IMPLEMENTATION

Although not in place yet, the district intends to establish the necessary infrastructure to monitor the implementation and success of all EML pathways, programs, and services. The district's monitoring and assessment efforts will be designed to:

- Establish high expectations for all students and provide a framework for ensuring that student and organizational outcomes are achieved;
- Promote full involvement of all stakeholders (administrators, teachers, parents, students) in all phases of planning, implementation and assessment activities;
- Provide for high levels of coordination between district-level and site-level improvement efforts;
- Ensure that pathway/program/service assessment is an integral part of school improvement initiatives and activities;
- Provide a basis for review and modification of the EML Master Plan every three to five years.

The pathways, programs, and services described throughout this plan will be aligned around four major implementation and impact goals:

- (1) Effective and Comprehensive Implementation of EML Pathways, Programs, & Services
- (2) Mastery of the OSD Student Profile Elements, Including:
  - a. Development of High-Level Multilingual Proficiency (Home/Target Language and English)
  - b. Development of High-Level Academic Engagement and Success, Including Preparation for College/Career
  - c. Development of High-Level Multicultural/Global Competency
  - d. Development of High-Level Social-Emotional Health, Including Agency, Self-Confidence, Identity, and Voice
- (3) Consistent Monitoring of Most Vulnerable EMLs and Effective Asset-Oriented Interventions
- (4) Expansion of Family/Parent Engagement & Empowerment

Data will be collected and analyzed in order to determine the effectiveness of the pathways, programs, and services we provide to EMLs. Data analysis processes and procedures will be guided by data inquiry elements that include cycles of monitoring, assessment, and accountability in order to inform and improve curriculum, assessments, and instruction. District



and site-level leadership will be supported in guiding this process with an emphasis on the implementation of research-based strategies and programming for EMLs.

School principals are already responsible for the daily, site-level implementation of Oxnard MÁS. Throughout the academic school year, principals complete sections of the Principal's Assurance Checklist for EML Pathway/Program/Services and submit them to the Director of Teaching and Learning according to the timeline indicated on the checklist. This facilitates ongoing communication with the Director of Teaching and Learning, and assists in the monitoring of consistent implementation of this Master Plan throughout the school district. The Director of Teaching and Learning reviews all Principals' Assurances checklists at the end of the academic year.

EML progress on the Learner Profile elements and in multilingual proficiency, academic achievement, college/career preparedness, and social-emotional health will be monitored and analyzed as part of the pathway/program/services assessment. Additionally, data will be collected and analyzed for categories indicating risk for school failure such as suspensions, expulsions, other disciplinary actions, retentions, special education referrals, and Student Study and Language Appraisal Team referrals. Appendix 12 provides an overview of the evaluation design goals and corresponding sources of evidence as well as the monitoring timeline and person(s) responsible.

## GOAL 1: PROGRAM/PATHWAY IMPLEMENTATION

District and site staff will periodically monitor the effectiveness and comprehensiveness of implementation of all multilingual pathways, programs, and services. The Superintendent will hold all principals accountable for effective and comprehensive implementation of Oxnard MÁS provisions applicable at the site level. The primary goal of monitoring and assessing is to ensure that every school in the district has powerful, effective, and compliant pathways, programs, and services for Emergent Multilinguals/RFEPs.

The monitoring/assessment process will be designed to:

- Establish high expectations for all Emergent Multilinguals/RFEPs and provide a framework for ensuring that student and organizational outcomes are achieved.
- Promote full involvement of all stakeholders (administrators, teachers, parents, students) in all phases of planning, implementation, and assessment activities.
- Provide for high levels of coordination between district-level and site-level improvement efforts.

- Ensure that program monitoring and assessment is an integral part of school improvement initiatives and activities.
- Provide a basis for review and modification of Oxnard MÁS every three to four years.

This monitoring/assessment will consist of the following activities:

#### **Principal Assurances Checklist (self-review)**

School principals are responsible for the daily, site-level implementation of Oxnard MÁS. Throughout the academic school year, principals complete sections of a checklist for Emergent Multilingual Learner Services and submit them to the Director of Teaching and Learning and their supervisors, according to the timeline indicated on the checklist. This facilitates ongoing communication with the central office, and assists in the monitoring of consistent implementation of this comprehensive plan throughout the school district. The Director of Teaching and Learning and the principal supervisors will review all Principals' Assurances Checklists after each submission three times per year (October, February, and May).

#### **Instructional Schedule Reviews**

All schools will submit to the Associate Superintendent of Educational Services and their supervisors the following instructional schedules and class rosters related to provision of services for Emergent Multilinguals/RFEPs. These must be submitted by the end of the third week of each school year.

- Classrooms or courses within each multilingual pathway/program/service
- Designated English Language Development
- Primary/Target Language Instruction
- Classrooms or courses offering sheltered (SDAIE) instruction
- Integrated ELD/SDAIE Instruction
- School Master Schedule

#### **Emergent Multilingual Document Reviews**

All schools will conduct annual self-monitoring by reviewing key files and documents. These reviews will include evidence of the following: parent notification, placement, assessment, primary language/target language instruction, Designated ELD instruction, Integrated ELD/SDAIE instruction, and parental involvement. A district-developed form will be used to record the results of the school's document review. The schools' self-reviews will be examined and validated by district teams consisting of the senior administrator responsible for overseeing EML services, the principal supervisor, and the site principal. Findings will be reported back to the site principal, who will determine next steps for school improvement work.

### Multilingual Pathway Classroom Visits (District and Site Facilitated Self-Reviews)

These reviews will include monitoring of primary/target language instruction, Designated ELD, and Integrated ELD/SDAIE schedules and instructional minutes, ELD groupings by language proficiency levels, teacher interviews, and visits to selected classrooms, including the use of the Oxnard MÁS, essential pedagogical principles, and instructional framework. District-developed/adopted observational checklists will be used during the classroom visits. The district-facilitated reviews will be conducted by teams consisting of the Director of Teaching and Learning, site EML Content Specialists/Coaches, and the site principal. Site-facilitated reviews will consist of school teams that will include the site principal, EML Content Specialist/Coach, classroom teachers, students, and parents. Site level reviews will be conducted annually. The Director of Teaching and Learning will develop a schedule of district committee site visits, which ensures that each school receives such a visit at least once every two years. Findings will be reported to the school principal who will determine next steps for school improvement work.

### Ongoing Coaching and Staff Development Support

The site principal, working with the Director of Teaching and Learning, will organize site staff development and classroom coaching. Coaching visits to classrooms will use the district-developed ELD, SDAIE, and primary language checklists. These instruments may also be used during ELD/SDAIE/L1 site and classroom visits. The Director of Teaching and Learning will have lead responsibility for organizing in-depth reviews and any needed follow-up.

## GOAL 2: MASTERY OF THE LEARNER PROFILE COMPETENCIES

The Learner Profile is the cornerstone of the district's transformative efforts to dramatically improve outcomes for its students. It incorporates seven key success traits, and our expectation is that our EMLs will be actively supported in achieving mastery of all of these:

**INNOVATOR:** Oxnard's EMLs will be provided with the teaching, support, and guidance to become creative writers, successful readers, and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.

**COLLABORATOR:** Oxnard's EMLs will be provided with the teaching, support, and guidance to become collaborative learners; able to communicate and learn through and with others.

**PROBLEM SOLVER:** Oxnard's EMLs will be provided with the teaching, support, and guidance to become confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

**DIGITAL LEARNER:** Oxnard's EMLs will be provided with the teaching, support, and guidance to become technologically, artistically, academically, and linguistically prepared to succeed and to lead.

**ACHIEVER:** Oxnard's EMLs will be provided with the teaching, support, and guidance to demonstrate their knowledge on local and state measures in all academic areas.

**GLOBAL THINKER:** Oxnard's EMLs will be provided with the teaching, support, and guidance to become compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.

**FOCUSED ON THE FUTURE:** Oxnard's EMLs will be provided with the teaching, support, and guidance to become high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.

Monitoring of the Learner Profile elements is in the design/development stage, and as the design/development of rubrics, benchmarks, and metrics is completed, progress monitoring processes and systems are established, and these are implemented, site level and district level staff will begin utilizing these to assess and measure EML growth on and mastery of the Learner Profile elements.

## GOAL 2A: HIGH-LEVEL MULTILINGUAL PROFICIENCY

To ensure that all EMLs develop high-levels of multilingual proficiency in the home language and English, including academic language, the Director of Teaching and Learning, principals, EML Specialists/Coaches, and classroom teachers will analyze annual language proficiency assessment results, primary/target language assessments, ELD benchmarks, and student progress toward meeting criteria for reclassification and the Seal of Biliteracy. Data will be disaggregated by number of years in the district, program placement, initial language proficiency levels, and other relevant variables.

The Director of School Performance and Student Outcomes will complete an analysis of language proficiency growth (AMAOs and primary/target language assessments) by district, school, language group, and pathway. The Director of School Performance and Student Outcomes and the Director of Teaching and Learning will review and report findings and trends to principals, who will work with site staff to continue the development of school improvement work.

## GOAL 2B: HIGH-LEVEL ACADEMIC ENGAGEMENT & SUCCESS

All EMLs are expected to develop high levels of academic engagement and success, including equitable access to the full core curriculum and preparation for college and career success. Emergent Multilingual/RFEP placement into specific multilingual pathways is determined based on the parameters described in Oxnard MÁS, the identification and assessment process, the recommendations of placement staff, and the concurrence of student's parents/guardians.

Each site principal is responsible for ensuring that the recommended placement for Emergent Multilinguals/RFEPs is honored and that within the multilingual pathways, Emergent Multilinguals/RFEPs have access to the full range of core curriculum, including language arts, mathematics, science, history/social studies, physical education, visual and performing arts, and other areas designated as core curriculum.

Middle school principals will work closely with the counseling department in the development of the Master Schedule to ensure that classes reflect the needs of Emergent Multilinguals/RFEPs and that multilingual pathways are not disrupted. The Director of Teaching and Learning and principal supervisors will review Master Schedules and will work closely with school principals to monitor appropriate placements of Emergent Multilinguals/RFEPs.

Elementary principals will work closely with the EML Specialists/Coaches to ensure that Emergent Multilinguals are placed into the appropriate pathways, based on the placement recommendation and will assist teachers with creating appropriate ELD groupings by language proficiency levels to ensure that every Emergent Multilingual is provided with the appropriate level of Designated ELD. The Director of Teaching and Learning will review Emergent Multilingual placements, ELD schedules, ELD groupings by language proficiency levels, and instructional minutes.

In addition to monitoring EML placement, instructional staff at both site and district levels have the responsibility to create and maintain additive learning environments that promote EML engagement and success as described in Oxnard MÁS and the Framework for Empowerment and to engage in regular assessment of those learning environments and the resulting student progress.

Each site principal will review and analyze data from assessments of content mastery across the curriculum, including state/district assessments, as well as district developed/adopted assessment of college/career readiness. The analysis will include cross-sectional profiles of EML/RFEP performance by language proficiency level as well as disaggregation of data

by grade level, language group, and pathway. With the assistance of EML Specialists/Coaches, principals will analyze data with site staff to determine trends and areas of strength and need, and to develop culturally and linguistically responsive action plans.

Analyses will include data related to progress toward college/career readiness, including EML participation in activities designed to promote a college-going culture and mindset and to explore diverse career pathways. At the middle grades, site principals will monitor EML participation in career pathways and/or academies, both as part of their dual language education pathways/programs and outside of those pathways.

The district will also articulate with the receiving high school district to monitor and analyze data related to level of a-g coursework successfully completed, college acceptance and completion rates, career readiness, global readiness, Seal of Biliteracy attainment rates, and other relevant EML/RFEP data.

## GOAL 2C: HIGH-LEVEL MULTICULTURAL AND GLOBAL COMPETENCY

All EMLs are expected to achieve high levels of multicultural and global competency that prepares them to apply their knowledge and skills to complex and challenging real-world issues and problems. OSD is at initial design/development stages to identify/create and implement appropriate rubrics, metrics, and processes to monitor progress and mastery of EML multicultural/global competency. In its design process, OSD will be exploring how to monitor/measure four aspects of multicultural/global competency: (1) EMLs investigate globally significant issues in the world beyond their immediate environment, framing significant problems and conducting well-crafted and age-appropriate research. (2) EMLs recognize perspectives, others' and their own, articulating and explaining such perspectives thoughtfully and respectfully. (3) EMLs communicate ideas effectively with diverse audiences, bridging geographic, linguistic, ideological, and cultural barriers. (4) EMLs take action to improve conditions, viewing themselves as players in the world and participating reflectively.

## GOAL 2D: HIGH-LEVEL SOCIAL-EMOTIONAL HEALTH

All EMLs are expected to develop high levels of social-emotional health, including agency, self-confidence, identity, and voice. This includes activating and applying a range of executive function skills in their daily lives. OSD is at initial design/development stages to identify/create and implement appropriate rubrics, metrics, and processes to monitor progress and mastery of EML social-emotional health and executive functioning. In its design process, OSD will be exploring how to monitor/measure EMLs' identity development; sense of agency and voice; self-confidence and self-esteem; sense



of belonging and connection; formation and sustainability of positive relationships; ability to experience, manage, and express emotions; ability to explore and engage with the environment; manage information overload; prioritize tasks; filter distractions and stay focused; control impulses and practice self-control; and plan effectively and meet goals.

### GOAL 3: ASSET-ORIENTED INTERVENTIONS

We expect that our most vulnerable EMLs will be provided with effective asset-oriented interventions to support their attainment of Goal 3. The Director of Teaching and Learning and the Director of School Performance and Student Outcomes, in collaboration with staff at the high school district, will request and collect the following data regarding Emergent Multilinguals and RFEP students:

- Suspensions, Expulsions, and Other Disciplinary Actions
- Emergent Multilinguals Identified for Individualized Educational Plans (IEPs)
- Alternative Placements (Adult Education, Continuation School, etc.)
- Retention in Grade Rates
- Attendance and Truancy
- Credit Deficient High School Students (9th–12th grade)
- Rates of D and F Grades (6th–8th grades in OSD and 9–12 grades at the high schools)
- Completion of a–g requirements (at the receiving high schools) with C Grade or Better
- Graduation and Dropout Rates (at the receiving high schools)
- Specialized and Supplemental Services Provided to EMLs
- EMLs/RFEPs Provided with Catch-Up Plans

In calculating dropout rates, an analysis methodology will be used that reflects consideration of students who start as middle school students and drop out before graduation from high school. In calculating graduation rates, an analysis methodology will be used that measures the six-year (grades 7–12) graduation rate. This will be carried out in collaboration with the receiving high school district. Data will be disaggregated by language classification, grade level, pathway, and other relevant factors.

### GOAL 4: FAMILY/PARENT ENGAGEMENT & EMPOWERMENT

The Manager of Equity, Family, and Community Engagement and the Director of School Performance & Student Outcomes will work with the DELAC and ELACs to develop specific indicators, benchmarks, instruments, and a calendar of procedures



for expanding and evaluating family/parent engagement with schools and the district, as well as the level of family/parent empowerment as demonstrated by an identified survey or focus group process. Sites will report to the district on family/parent activities implemented during the year, as well as family/parent engagement in a set of activities to be defined in a standardized way across sites. Families in OSD take the annual Panorama Family Engagement and LCAP survey. Data from these forms will be aggregated to develop a picture of family/parent engagement/empowerment in the district as a whole and will guide parental engagement practices. Additionally, the Outreach Resource Consultants' Parent and Family Engagement Plans are developed with their site administrators and parent representatives. These plans are aligned with the school's Parent and Family Engagement Policies.



## EXPECTED EMERGENT MULTILINGUAL LEARNER BENCHMARKS

The district has identified benchmarks for Emergent Multilinguals in all recommended multilingual pathways and programs. These benchmarks are shown in the table below. This table lists expectations for the level of achievement that students should attain as they progress through district schools. Note that the tables are built around two main parameters in addition to program type:

1. The student's initial English proficiency level, and
2. The number of years in the multilingual program/pathway.

The evaluation questions related to student outcomes are keyed to these tables and to expectations for achievement set out in the state's Title I Adequate Yearly Progress (AYP).

The new California English Language Development Standards describe three English proficiency levels:

### EMERGING

Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.

### EXPANDING

Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways that are appropriate to their age and grade level.

### BRIDGING

Students at this level continue to learn and apply a range of high-level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts. The "bridge" alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, Emergent Multilinguals at all levels of English language proficiency fully participate in grade-

level tasks in all content areas with varying degrees of scaffolding in order to develop both content knowledge and English.

The new proficiency levels emphasize that Emergent Multilinguals at all proficiency levels are capable of high-level thinking and can engage in complex, cognitively demanding social and academic activities requiring language, as long as they are provided appropriate linguistic support. The extent of support needed varies depending on the familiarity and complexity of the task and topic, as well as on the student's English and primary language proficiency levels. Within the proficiency levels, three general levels of support are identified: Substantial, Moderate, and Light. The descriptors for these general levels of support are intended to signal the extent of linguistic scaffolding most likely needed for appropriately implementing the California English Language Development Standards at each proficiency level.

Each proficiency level description provided in the California English Language Development Standards document includes the following:

- Overall Proficiency: A general descriptor of Emergent Multilinguals' abilities at entry to, progress through, and exit from the level
- Early Stages: Descriptors of abilities in English language that Emergent Multilinguals have at the early stages of the level
- Exit Stages: Descriptors of abilities in English language students have at exit from the level

The descriptors for early and exit stages of each proficiency level are detailed across three modes of communication:

- Collaborative: Engagement in dialogue with others
- Interpretive: Comprehension and analysis of written and spoken texts
- Productive: Creation of oral presentations and written texts

Two dimensions of knowledge of language are also described:

- Metalinguistic Awareness: The extent of language awareness and self-monitoring that students have at the level
- Accuracy of Production: The extent of accuracy in production that Emergent Multilinguals can be expected to exhibit at the level; Emergent Multilinguals increase in accuracy of linguistic production as they develop proficiency in English. Accuracy may vary within a level depending on context, such as extent of cognitive demand or familiarity of a task.

## ENGLISH LANGUAGE DEVELOPMENT (ELD) PROGRESSION TIMELINE

YRS COMPLETED IN US SCHOOLS	EMERGING	EXPANDING		BRIDGING		RECLASSIFICATION
1	ELPAC 1	→		→		RECLASSIFICATION
2		ELPAC 2	ELPAC 3 Lower End (See cut scores.)	→		
3						
4				ELPAC 3 Upper End (See cut scores.)	ELPAC 4	
5						
6 OR BEYOND	Students on Watch			ELPAC 4		

Adapted from San Bernardino Unified ELD Portfolio and the Summative ELPAC General Performance Level Descriptors, June 2019

In OSD, The following data are analyzed to monitor and support normative progress for all EMLs:

- State-mandated English language proficiency scores (ELPAC)
- District-adopted English Language Development benchmark assessment
- State-mandated, standardized CAASPP assessments (English Language Arts and Math)
- District English Language Arts and Math benchmarks aligned to the Common Core State Standards
- District English writing benchmark assessments

For EMLs in multilingual pathways/programs, the following additional data sources will be used to monitor and support normative progress:

- State-mandated, standardized Spanish assessments (Spanish Language Arts and Math)
- District benchmarks aligned to the Common Core State Standards (Spanish Language Arts and Math)
- District Spanish writing benchmark assessments

Based on the new California Department of Education guidelines for reclassification, OSD applies the RFEP criteria of an ELPAC score of Well Developed Level 4 in combination with "Nearly Met" or "Met" scores on district ELA benchmarks and/or the CAASPP assessment to reclassify students. The minimum expectation for progress in English Language proficiency is one year's growth on the ELPAC, and to attain academic proficiency on the CAASPP assessments and/or district benchmarks within five years of entering U.S. schools. Students who have been enrolled in Oxnard School District for at least six years and haven't met the reclassification criteria are considered Long-Term Emergent Multilingual Learners (LTEs). Students



who do not meet the minimum progress benchmarks may be supported within the district's MTSS system and may be candidates for review by the site-level MTSS teams.

## USE OF PROGRESS/ASSESSMENT DATA

The progress and assessment data gathered and the analyses performed provide a rich source of information on EML pathway/program/service implementation and outcomes. The data are used at the district and site levels to improve pathways, programs, and services for EMLs and to modify pathways, programs, and services as needed.

### SITE LEVEL USE OF INFORMATION

The self-review materials assist sites to determine strengths and areas of need in their programs, and to make adjustments accordingly. Site level reports identifying progress toward proficiency goals are provided in order to assist school staff in identifying students in need of greater support. Individual teachers and grade level teams (departments at the middle school level) use the EML Pathway/Program Assessment Data Collection Tool to monitor program implementation. After gathering data regarding program implementation, the site team develops an action plan in the School Plan for Student Achievement for professional development that establishes site needs, long-term goals, and types of professional learning experiences that are needed to improve instruction. The site professional development for teachers of EMLs should be clearly articulated with the overall district plan for professional development, and should include prioritization and support. Classroom visitations conducted by district personnel and site administrators provide an additional perspective on implementation of recommended instructional principles and practices. Annual improvement objectives and timelines are established. This information is included in the school's School Plan for Student Achievement.

Site level student outcomes are compared to district goals for EMLs. This information is used to plan for improved implementation of EML pathways, programs, and services. The data reviewed and conclusions reached in the process of site level planning are shared with the site ELAC members.

### USE OF ASSESSMENT DATA FOR INSTRUCTIONAL PLANNING

Student assessment results are maintained in electronic form in the district student information system. This allows for rapid access to results in a variety of formats. This system also allows for the retrieval of information related specifically to the progress of EMLs, including enrollment patterns, language proficiency levels, instructional program placement, academic performance, and intermediate grade-level course assignments. This information is used for a variety of purposes, including



(but not limited to) information that relates to reclassification and identification of students in need of a language and learning review to ascertain approaches for differentiated instruction.

Teachers use the core language arts and mathematics curriculum-embedded assessments to analyze student progress for planning differentiated instruction and to provide classroom interventions as appropriate. State-mandated English Language Proficiency Assessments for California (ELPAC), supplemented by other standardized or curriculum-embedded language proficiency assessments, are used for instructional differentiation in ELD at the elementary level, and student placement in ELD courses in the intermediate schools. Teachers use formative assessments in ELD to identify areas of progress, grouping needs and modification of instruction to meet individual needs. CAASPP results for both ELA and Spanish are used in conjunction with diagnostic tests in the language arts and mathematics curricula to identify students in need of interventions. Grade level and/or department teams regularly meet to examine student data, determine short-term needs, and plan instruction accordingly. These meetings may include assignment of EMLs to appropriate interventions. Site administrators are responsible to monitor progress for all students.

## DISTRICT LEVEL USE OF INFORMATION

At the district level, the annual analyses of student outcomes determines the level of effectiveness of EML pathways, programs, and services. Using site self-review data enables district staff to identify areas of strength and target areas in need of improvement on a districtwide basis. After gathering data regarding program implementation, the ELCC develops an action plan for professional development that establishes district needs, long-term goals, and types of professional learning experiences that are needed to improve instruction. The district plan for professional development for teachers of EMLs should be clearly articulated with the overall district plan for professional development and should include prioritization and support. This provides a foundation for program improvement planning, including professional development priorities and plans, in future years. An annual assessment report on EML pathways, programs, and services is shared at a regular meeting of the Board of Education in the fall of each school year. Data from the annual assessment is also shared with DELAC members. The annual report focuses on the extent to which pathways, programs, and services have been implemented and an analysis of student performance.

## DISTRICT INFRASTRUCTURE FOR LOCAL ACCOUNTABILITY & RESPONSIBILITY

The district infrastructure allows for ensuring that EMLs in Oxnard School District receive increased or improved services, in addition to core services in order to bolster language and literacy development. The district leadership has incorporated

the recommendations from California's ELA/ELD Framework (Chapter 11 – Figure 11.7, pp. 992–993). All district personnel are responsible for the education of EMLs and for the success of EML pathways, programs, and services. As such, designated roles are under the auspices of the Superintendent and Associate Superintendent of Educational Services. The Director of Teaching and Learning provides district-wide leadership and consults with the Superintendent and Associate Superintendent of Educational Services to coordinate services. Districtwide decision-making and support systems address the education of EMLs as a priority and as such all directors are responsible for supporting EMLs in Oxnard School District. Appendix 12 includes a table outlining key responsibilities at the district and site-level as part of the commitment to students and to parents as active partners in the education process.

## SITE MTSS TEAMS

Each school site utilizes its MTSS team to monitor the progress of EMLs. The MTSS TEAM is responsible for providing oversight and guidance in the following areas:

- Monitoring and review of EMLs language and academic development
- Reviewing overall and annual representation of EMLs in special education and GATE services
- Reviewing EML instructional program placement, progress, and intervention
- Monitoring progress of RFEP students

Within the MTSS team, there is specific attention to language and academic achievement of EMLs during meetings that focus on monitoring EML progress. The following are some of the areas the MTSS team considers:

- Type of EML program services
- Duration of EML program services
- Concerns specific to language development (primary language and English)
- In-classroom interventions specific to language development (current year and previous years)
- Comments or concerns documented from parent conferences/meetings
- Other factors: attendance, health, school history

## THE ANNUAL REPORT

In order to determine the status of the district's EMLs and to assess areas of progress and areas for improvement, the district will prepare an annual report that includes the following data:

### Emergent Multilingual Population

- The number of Emergent Multilinguals by language status and language group.
- The number of Emergent Multilinguals at each school by language status, language group, and grade level.

### Multilingual Core Pathways & Support Programs

- A description of each multilingual pathway/support program offered at each school site, including the target language.
- The number of Emergent Multilinguals at each school by language status, language group, and grade level assigned to each multilingual pathway/support program.
- The number of Emergent Multilinguals who are not participating in a multilingual pathway/support program, by school, language status, and language group.
- The percentage of Emergent Multilinguals receiving instruction in a language other than English by (a) school and (b) multilingual pathway/support program at the district level who gained one overall proficiency level on a test of target/primary language/literacy development, or gained the "proficient" or equivalent level on a test of target/primary language/literacy development.
- A copy of any multilingual pathway/support program-level analysis conducted by the district to evaluate the effectiveness of its multilingual pathways/support programs over the past year.

### Student Achievement

- For each school, the number and percentage of Emergent Multilinguals in Grades 3 and above who were reclassified based on district reclassification criteria at the end of the prior school year.
- The percentage of Emergent Multilinguals, by language status, who scored at or above proficient on the state accountability measure in prior year by (a) school, and (b) by multilingual pathway/support program at the district level.
- The percentage of Emergent Multilinguals by school and multilingual pathway/support program at the district level



who (a) gained one overall proficiency level on the appropriate target/primary language assessment, and (b) reached the " Proficient" level on that assessment.

- The percentage of Emergent Multilinguals by school and multilingual pathway/support program at the district level who (a) gained one overall proficiency level on the ELPAC and (b) reached the "English Proficient" level on the ELPAC.
- The percentage of Emergent Multilinguals by school and multilingual pathway/support program who graduated with the Seal of Biliteracy.
- The percentage of Emergent Multilinguals by school and multilingual pathway/support program who met the pathway criteria for the Seal of Biliteracy.

#### Specialized Services

- By school, the number of Emergent Multilinguals who: (a) were referred for special education; (b) were found eligible for special education services; and (c) receive special education services. The data on these students shall include: ELPAC level, disability, special education service category, and type of Emergent Multilingual services.
- By school, the number of Emergent Multilinguals who: (a) were referred for GATE/accelerated learning; (b) were found eligible for GATE/accelerated learning services; and (c) receive GATE/accelerated learning services. The data on these students shall include: ELPAC level, disability, special education service category, GATE/accelerated learning service category (if applicable), and type of Emergent Multilingual services.
- The percentage of students who graduated from high school who were Emergent Multilinguals when they were first enrolled in Oxnard School District. (Access to this information will require collaboration with the high school district.)
- The percentage of students who graduated from high school having successfully completed the a-g CSU/UC requirements<sup>46</sup> and who were Emergent Multilinguals when they were first enrolled in Oxnard School District. (Access to this information will require collaboration with the high school district.)
- The percentage of students, by language status, on track for a-g completion. (Access to this information will require collaboration with the high school district.)
- The percentage of Emergent Multilinguals and RFEP students who took advanced placement/honors programs in high school, disaggregated by language status and type of multilingual pathway/support program in which they participated when they were in Oxnard School District. (Access to this information will require collaboration with the high school district.)

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<sup>46</sup> A-G refers to the sequence of courses which must be successfully completed in order for a student to be eligible for admission to the University of California or California State University systems.

### Staffing Data

- By school, and multilingual pathway/support program, the number of teachers assigned to provide target/primary language, designated ELD, SDAIE/Integrated ELD instruction and their teaching certification(s) and language fluency other than English.
- The number of special education teachers who are: (a) certified, noting all of their certifications (e.g., ELD, BCLAD, or CLAD); or (b) working on obtaining certification, noting the certification sought.
- The number of all paraprofessionals, assigned by school and language, who assist in providing Emergent Multilingual services, the type of services they provide (i.e., ELD, L1 support, parent outreach) and the number by school and language assigned to assist in providing ELD and other services to special education students who are EMLs.

### Professional Learning

- The title, schedule, language, and location of all district-wide Emergent Multilingual-related professional learning offered over the past year, and total staff participation for each.
- Results of the District's Internal Monitoring.
- Aggregated and disaggregated data obtained from the monitoring protocol used in observations throughout the year.
- A copy of the district's annual audit of Emergent Multilingual pathways/programs.

### Instructional Resources

- A report regarding the availability of target/primary language, designated ELD, and SDAIE/Integrated ELD instructional resources, including digital and technological resources, in each school for the prior school year and any district plans to obtain additional materials for identified schools in the coming school year.

### Translation/Interpretation for Parents of Emergent Multilinguals

- A summary of the district's provision of translation and interpreter services for Emergent Multilingual students and their parents, including:
  - ✓ The list of predominant non-English language groups in the Emergent Multilingual parent community;
  - ✓ The roster of staff trained to provide assistance in translating or interpreting;
  - ✓ The district's inventory of translated documents;
  - ✓ The district's yearly evaluation of the adequacy of its interpreter and translator services based on its tracking system, evaluation forms, and principal surveys;
  - ✓ Copies of any changes made to the following documents: guidelines for effective communication with Emergent



Multilingual parents, notice regarding translator/interpreter services, primary language assistance form, and written procedures for interpretation services.

## STUDENT ASSESSMENTS

### ASSESSMENTS USED TO MONITOR STUDENT PROGRESS

The California English Language Arts/English Language Development Framework (2014) details two purposes for assessment: (1) Formative (assessment for learning) defined as the provision of "information about student learning minute-by-minute, day-to-day, and week-to-week so that teachers continuously adapt instruction to meet students' specific needs and secure progress" (CA ELA/ELD Framework, 2014 - Chapter 8, p. 822); and (2) Summative (assessment of learning) intended to "provide information on students' current levels of achievement after a period of learning has occurred" (CA ELA/ELD Framework, 2014 - Chapter 8, p. 823).

Oxnard School District monitors student progress at least annually, based on a set of state-mandated and district-adopted assessments. These assessments are used to determine English language proficiency as well as to evaluate students' academic performance. They include:

- State-mandated English language proficiency assessments; ELPAC
- State-mandated summative assessments for English Language Arts and Mathematics
- District-adopted summative and formative assessments aligned to Common Core State Standards (CCSS) for English Language Arts, Spanish Language Arts, Mathematics, Science, and the California ELD Standards for language proficiency

### STATE-MANDATED ENGLISH LANGUAGE PROFICIENCY ASSESSMENTS

Districts are required by state and federal law (California Education Code [EC] 313 and 60810) to administer an annual assessment of progress in English language proficiency for all students who have been previously identified as EMLs. The current English language proficiency (ELP) assessment in California is the English Language Proficiency Assessment of California (ELPAC) and is aligned to the CA 2012 ELD standards. It assesses students in four domains: Listening, Speaking, Reading, and Writing. Federal and state laws require that California's ELD test be aligned with state-adopted ELD Standards. In California, the State Board of Education adopted revised ELD Standards in 2012. Appendix 12 details how and when the annual state-mandated ELP assessments are administered in OSD.

## DISTRICT-ADOPTED LANGUAGE PROFICIENCY BENCHMARK ASSESSMENTS

To monitor progress of EMLs, OSD relies on a district-required writing assessment. It is a prompt (based on SBAC Performance Task format) and is administered three times a year. Teachers will use an ELD rubric to determine EML progress. This is just in the very beginning phases and is not fully developed, and the ELD rubric has not yet been provided to teachers.

OSD utilizes district-adopted formative and summative assessments to monitor students' language proficiency progress during each academic year. These assessments monitor English language acquisition for students in all EML instructional programs to ensure every student is on target for meeting district and state proficiency-growth expectations. In addition to English proficiency assessments, students enrolled in biliteracy programs are assessed on their Spanish language development progress. Appendix 12 specifies these assessments.

## STATE-MANDATED AND DISTRICT-ADOPTED ACADEMIC ACHIEVEMENT ASSESSMENTS

The California Assessment of Student Performance and Progress (CAASPP) assessment system was established as a result of the passage of California Assembly Bill 484 (2013). Student performance in grades 3–11 is assessed in ELA and Math using the Smarter Balanced Assessment Consortium (SBAC) summative assessments. State-mandated assessments are taken by all students regardless of their language classification. However, EMLs who have been in the United States for less than 12 months are exempt from taking the ELA portion of the CAASPP assessment.

All students with disabilities participate in statewide assessments, with the exception of students who cannot achieve at or near grade level as identified by the members of the IEP Team (CA ELA/ELD Framework, 2014 - Chapter 8, p. 861). The California Alternate Assessments (CAAs) for English Language Arts (ELA) and Mathematics are given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAA items are aligned with alternate achievement standards, which are linked with the Common Core State Standards (CCSS) for students with significant cognitive disabilities. <http://www.cde.ca.gov/ta/tg/ca/altassessment.asp>

In addition to state-mandated assessments, district-adopted summative and formative assessments are given during the year to monitor students' academic progress in language arts and math. Curriculum embedded assessments in language arts are taken in English by all EMLs and in Spanish by students being instructed in Spanish reading. Appendix 12 provides additional details.



## ASSESSMENTS IN PROGRESS

OSD plans to develop a series of rubrics, metrics, assessments, and monitoring systems to address several areas: the Learner Profile, multicultural/global competency, social-emotional wellness, and other emerging areas related to the district's strategic plan, Oxnard EMPOWERS, and MÁS, the redesigned EML master plan.

## FEDERAL PROGRAM MONITORING (FPM)<sup>47</sup>

School districts, direct-funded charter schools, and county offices that receive funding for certain programs may be chosen for a review by the state. The purpose of the review is to ensure that they are spending the funding as required by law. At the end of each review, the state will complete a report that details any findings of non-compliance and informs the school, district, or county office how to correct the findings.

The California Department of Education (CDE) works to provide a coordinated and transparent monitoring process. Within the CDE, the Federal Program Monitoring (FPM) office has been designated to supervise the FPM reviews, which take place either in person or online.

The portion of the review dealing with Emergent Multilingual Learners looks at the following compliance issues:

- Existence, composition, and function of English Learner Advisory Committees at school sites with 21 or more English Learners.
- Existence, composition, and function of a District English Learner Advisory Committee when there are 51 or more English Learners in the district.
- Process and timelines for initial English Learner identification and assessment and annual assessment using the ELPAC
- Implementation, monitoring, and revision of the Title III Plan, including use of these funds to implement effective approaches and methodologies for teaching ELs and immigrant children and youth.
- Provision of professional development specific to the effective implementation of programs and services for English Learners.
- Provision of effective professional development of sufficient intensity and duration to improve the instruction and assessment of English Learners; enhance the ability of teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for English Learners; and increase students' English Language Proficiency and subject matter knowledge, teaching knowledge, and teaching skills of teachers.

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<sup>47</sup> This section includes multiple references to ENGLISH LEARNERS because this is the language of the Federal Program Monitoring.

- Provision and implementation of other effective activities and strategies that enhance or supplement programs for English Learners, including parent, family, and community engagement activities and strategies that serve to coordinate and align English Learner programs.
- Inclusion of English Learner programs in the School Plans for Student Achievement, including goals to improve English Learner outcomes, evidence-based strategies, actions, or services to reach goals, and proposed expenditures.
- Assurances that Title III funds are used to supplement and not supplant general fund resources.
- Reclassification procedures and policies and monitoring processes for reclassified students.
- Verification that all staff assigned to provide ELD and instruction in subject matter courses for English Learners have the appropriate authorizations.
- Provision of English Learner educational programs designed to ensure English acquisition as rapidly and as effectively as possible and provide instruction on the state-adopted content standards, including the ELD standards. These programs must be informed by research and lead to grade-level proficiency and academic achievement in both English and another language.
- Evidence that as part of the standard instructional program provided through general funds, all identified English Learners receive a program of ELD instruction, which includes designated and integrated ELD.
- Evidence that English Learners have access to the full range of academic courses required for grade promotion and/or graduation, including honors and advanced placement courses.

In addition, the review looks at job descriptions, time reports, position control reports, and other items necessary for ensuring that Title III funds are being expended appropriately. Appendix 7 includes the specific FPM items.





## FUNDING & RESOURCES

### LOCAL CONTROL FUNDING FORMULA

California's Local Control Funding Formula (LCFF)<sup>48</sup> was signed into law in 2013. It established a new school finance system intended to provide more local control and a more equitable school finance system while allowing local districts the flexibility to determine how best to meet student needs with targeted attention to increase or improved services for low income students, EMLs, and foster youth for supplemental and concentration funds.

The Local Control Accountability Plan and Annual Update Template requires school districts to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

### OSD BUDGET DECISION-MAKING PROCESSES

Oxnard School District is committed to allocating sufficient funds to fully implement Oxnard MÁS. Funds are allocated following the mandates prescribed by the Education Code, state regulations, and district policies. Title III and other categorical funds are used to supplement the base educational program and not to supplant general fund monies. The core program is supported by the general fund. Expenditures are audited annually by the district's Business Office and by external auditors.

The following process is used to develop plans for program operations and improvement, and the consequent allocation of funds.

1. The School Board approves the district Superintendent's Goals and Objectives. This is a plan to meet the needs of all students.
2. The Principal coordinates development of the School Plans for Student Achievement (SPSA) and prioritization of needs based on data. The Principal is expected to align the SPSA to the district strategic plan and the LCAP. The SPSA is

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<sup>48</sup> Local Control Funding Formula (AB 97, SB 91, and SB 97); Local Control Accountability Plan (Education Codes 52060- 52077)

reviewed with ELAC and approved by the School Site Council.

3. Site and District Advisory Committees take the following roles:
  - The School Site Council develops, reviews, updates and approves the SPSA.
  - ELAC members may advise and provide input on the SPSA.
  - DELAC provides input on the LCAP.

The LCAP development process begins in February of each year and is adopted in the June Board meeting. The process starts with an in-depth review of progress towards previously set actions and services. Timelines for LCAP development are posted after the initial meeting. A month is allotted to develop and administer parent, student, and staff surveys. The survey results are examined; actions and services are created, and a meeting is set to consider final draft revisions, editing, and translations. The LCAP is posted for public review and presented to the Board of Trustees at a study session. The updated LCAP is presented for adoption to the governing board.

Each fall, the district and site budgets are shared with the DELAC and site ELACs. In the spring, in preparation for the development of each school's SPSA and the district Title III plan, information on anticipated allocations is provided to the DELAC and site ELACs.

### OXNARD MÁS ALIGNMENT TO EXPENDITURES

Oxnard MÁS will be aligned programmatically and fiscally to major policy, planning, and budgeting documents used at the district and site levels, including but not limited to:

- Oxnard EMPOWERS
- Oxnard School District Board Policies
- District Board and Superintendent Goals
- LEA Plan
- Local Control Accountability Plan (LCAP)
- Title III Accountability & Improvement Plans
- School Plans for Student Achievement (SPSA)
- Federal Program Monitoring (FPM) items
- Other relevant federal, state and local directives (Proposition 58 & EL Roadmap)

## GENERAL FUND RESOURCES

The district uses the General Fund to provide the base program for all students. Emphasis has been placed on aligning instruction to the Common Core State Standards (CCSS) by adopting standards-based materials approved by the California State Board of Education. Core materials in English Language Arts, Spanish Language Arts, English Language Development, Mathematics, Science, and History/Social Studies offer effective strategies to provide differentiated ELD by proficiency level. Frameworks and instructional materials in other core subjects (i.e., Health, World Languages, Visual & Performing Arts) offer guidance for equitable and inclusive practices. The base program includes district adopted ELD materials that provide equitable access to the core curriculum to improve English language proficiency, as well as academic achievement. For grades TK-5, the ELA core curriculum includes designated ELD and instructional materials in Spanish. Funding is used for core curricular materials, instructional supplies, administrator and teacher salaries, and other district services as well as multi-tiered, data-informed instruction, and monitoring and intervention programs to improve and evaluate the base program.

## SUPPLEMENTAL FUNDS

Both the state and federal governments provide supplemental funds that are used to support programs and services for EMLs. These funds must not be used to replace or supplant the base program. The district receives Title I, Title III and LCFF funds allocated exclusively to benefit EMLs. The funding for EMLs is based on annual needs assessments with a focus on designing, implementing and monitoring language acquisition and academic achievement as delineated and aligned to the School Plans for Student Achievement (SPSA). Appendix 16 provides information on several important sources of supplemental funds.

## RESOURCE ALLOCATION MONITORING

At the school-site level, all expenditures must be aligned to the SPSA. Documentation showing evidence of how the programs are funded and aligned to the goals of the SPSA is maintained. All SPSAs are reviewed by the Educational Services and Business Departments. The School Site Council supports the review of expenditures. The Associate Superintendent of Educational Services and the Business Department oversee and monitor site-level expenditures.

At the district level, monitoring of funds guides the designated and effective use of allocated resources to ensure coherence with established federal, state, and district guidelines. Expenditures are monitored by each department according to the designated actions and services detailed in the LCAP.



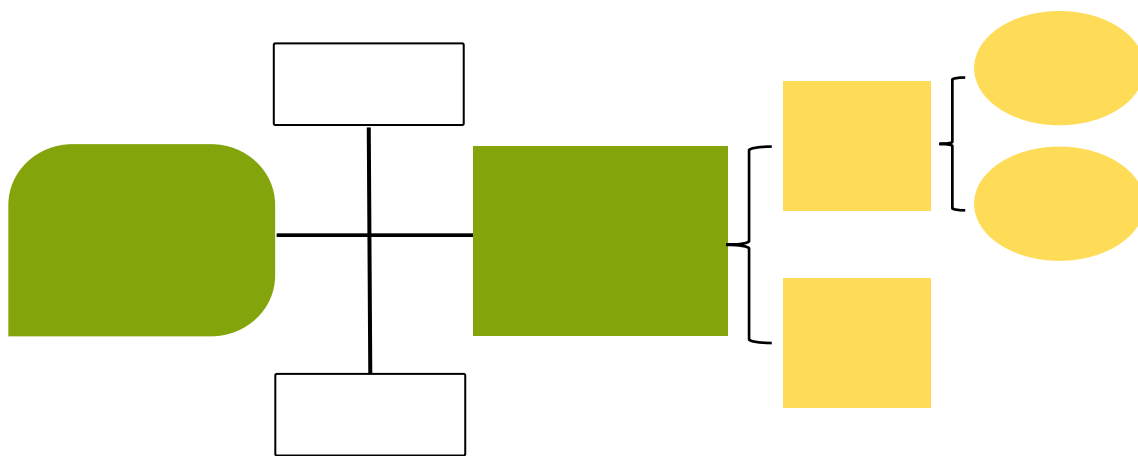
The district and school sites follow a budget process to ensure transparency of expenditures for all stakeholders. The district ensures that all schools are compliant in spending EML designated funds to maximize the impact of the core and supplemental services for EMLs.



## ORGANIZING FOR SUCCESS

In order for Oxnard MÁS to become the driving force for the district's core EML work, its work will be integrated into the Oxnard EMPOWERS implementation structure. This support structure is organized to communicate its priority and central place and establishes an organizational and staffing framework to facilitate implementation, progress monitoring, and assessment of effectiveness of both Oxnard EMPOWERS and Oxnard MÁS. Key elements of this support structure include an Oxnard MÁS Lead as well as the Oxnard EMPOWERS Lead, Leadership Council, Implementation Team, Strategic Goal Leads, Action Leads, External Facilitator, and Mentors.

### Oxnard EMPOWERS Organizational Structure



### Oxnard MÁS LEAD

The Director of Teaching and Learning serves as the Oxnard MÁS Lead. The lead is part of the district-level executive team and has responsibility for ensuring the timely and successful implementation of Oxnard MÁS. This administrator has authority to cross divisional and departmental lines to implement the master plan recommendations.



Oxnard MÁS implementation will rely heavily on the existing Oxnard EMPOWERS implementation structure, including the Leadership Council, Implementation Team, and external facilitator and mentors. These structures are described in detail in the Oxnard EMPOWERS strategic plan.

## ONLINE PROJECT MANAGEMENT SYSTEM

Project management is all about juggling: resources, expectations, people, data, and much more<sup>49</sup>. Successful project management requires that all involved not only know the status of their tasks/actions at any given moment, but also be aware of where they're going and where they need to be in the future. A master plan of the scope and breadth of Oxnard MÁS cannot be managed with a paper and pencil approach. It's simply too complex and multi-faceted. Yet efficient and effective implementation requires efficient and effective management of that implementation process. To do that using a project management system, we'll need an actionable dashboard that allows us to monitor our identified metrics. This OSD has adopted a user-friendly online program management system, Asana, to track progress on each strategic plan component, and Oxnard MÁS will utilize the same system to document its work and accomplishments and to communicate across time and space.

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<sup>49</sup> Mesooma Memon, "What Is a Progress Report and How Can Your Business Benefit from It" DataBox: <https://databox.com/progress-reporting-benefits#what>



## IDENTIFYING ANNUAL PRIORITIES

For maximum effectiveness and efficiency, there will be a need to identify annual implementation priorities. Once the Oxnard MÁS team is established, it will need to identify the scope of work it will take on for its first year of implementation as a way of focusing its efforts. In addition to identifying specific priority focus areas, the prioritization process should involve identifying the metrics for those focus areas that will allow us to know for certain whether we have successfully achieved our intended benchmarks or deliverables.

In determining which of the many recommendations for action will be our first priority, the team will consider:

- Implementation now of this recommendation for action is critical to achieving our vision of EML success.
- We have done the necessary groundwork/preparation for us to successfully proceed with implementation of this recommendation.
- We have or can get the necessary resources to implement this recommendation.
- This recommendation is key to the future sustainability of Oxnard MÁS.

Once the annual priorities have been established for each strategic goal, the team should regularly and utilize a work protocol during its meetings that allows it to:

1. Identify the specific work that can or should be accomplished during the time available.
2. Do that work and record progress in Asana.
3. Consult with others as needed.
4. Troubleshoot as necessary.
5. Determine what comes next, given what was accomplished. This includes planning to complete work that must be completed before the next team meeting.
6. Report out progress.

After the first year of implementation, there should be a process for assessing progress on the priority work and determining whether that work needs to continue into the next year, and whether additional priorities need to be identified.



For all actions identified as priorities, the team should use a common frame or scaffold and record a set of common information for each action on a Priority Action Form. This process of standardizing all of the priority actions will allow the team to work across the actions and know clearly what the specific action and related tasks are, who is the target of the actions, the impact we intend to have, and how we are going to measure those impacts, as well as who has responsibility for implementing that action and the intended start and completion dates.

# SETTING IMPLEMENTATION & IMPACT METRICS

## DEFINING IMPLEMENTATION & IMPACT METRICS

One of the major tasks for the Oxnard MÁS Team will be to set both implementation and impact metrics for the priority actions. Metrics are important because they help us and those watching our work to determine whether we have succeeded in accomplishing what we set out to accomplish, and to what level of impact. Unfortunately, in education we have traditionally focused on implementation metrics and avoided impact metrics because impact in our context is much harder to define and measure accurately.

Implementation metrics respond to the question, "How well did we accomplish what we set out to do? What's the evidence?" Typical implementation evidence might include documents, plans, reports, needs assessment results, training programs, workshops, manuals, handbooks, and products or policies.

Impact metrics help us gauge the difference our actions/implementation has made. They respond to questions such as, "What is the impact of what we have accomplished? What's the evidence?" Who, what, and where do we want to impact with our work? Who/what are we targeting for impact? What evidence would convince us and our stakeholders of that impact?

## ESTABLISHING THE IMPACT TARGET

For us to hone in on the most appropriate impact metrics, we must think about WHO or WHAT we want to impact with the work we are doing. And to know THAT, we need to be able to construct an image of the future state that is our aim for that group or that focus. It's helpful then to reflect on what these different impact targets might be in the Oxnard MÁS context and what they might look like. To this end and for purposes of this master plan, we have identified five potential targets: EMLs, learning environment, staff, families and community, and the organization itself.

The EML success target is the easiest to define because it is spelled out in the Oxnard Student Profile. Learning Environment is also well spelled out in Oxnard MÁS. Additionally, in Oxnard MÁS we make references to targets for our staff as well, although it's not as cleanly laid out. However, given what we want for students and for our learning environments, and what we know of the extant research in this area we can also spell out what the optimal characteristics of our staff should be<sup>50</sup>. With regard to our families and community, we can use Karen Mapp's work<sup>51</sup> is a good reference point. Finally, in Oxnard MÁS we paint the picture of the type of school district we want to be. This is supported in the literature on system improvement and transformation<sup>52</sup>. The following tables provide the detailed specifics that define each of our five identified targets.

IMPACT TARGET GROUP	SUCCESS MARKERS
<p><b>EML SUCCESS</b></p> <p>In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors. To enact this vision of EML success, we organize our instructional and support efforts so that every EML becomes a/an:</p>	<p><b>INNOVATOR:</b> EMLs will be creative writers, successful readers, and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.</p>
	<p><b>PROBLEM SOLVER:</b> EMLs will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.</p>
	<p><b>ACHIEVER:</b> EMLs will be able to demonstrate their knowledge on local and state measures in all academic areas.</p>
	<p><b>GLOBAL THINKER:</b> EMLs will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.</p>
	<p><b>COLLABORATOR:</b> EMLs will be collaborative learners; able to communicate and learn through and with others.</p>
	<p><b>DIGITAL LEARNER:</b> EMLs will be technologically, artistically, academically, and linguistically prepared to succeed and to lead.</p>
	<p><b>FOCUSED ON THE FUTURE:</b> EMLs will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.</p>

<sup>50</sup> Top Five Qualities of Effective Teachers, Ashley Peterson-DeLuca, Pearson, 2016, PreK-12 Education, <https://www.pearsoned.com/top-five-qualities-effective-teachers/10-Qualities-of-a-Good-Teacher>  
 10 Qualities of a Good Teacher, Emily Dennison, 2019 <https://www.snhu.edu/about-us/newsroom/2017/12/qualities-of-a-good-teacher>

Characteristics of Highly Effective Teaching and Learning (CHETL), Kentucky DOE, 2020

<sup>51</sup> Mapp, K. Dual Capacity-Building Framework for Family/School Partnerships

<sup>52</sup> Kerner At 50: Educational Equity Still a Dream Deferred. Linda Darling-Hammond, 2018, [https://learningpolicyinstitute.org/blog/kerner-50-educational-equity-still-dream-deferred?clid=CjwKCAiAxp-ABhALEiwAXm6lyS6gOngJVuMOU\\_PR3zWZY3qMAKcAHzlR4SbRn4oRlv8glz7gmxYDBoCxeIQAvD\\_BwE](https://learningpolicyinstitute.org/blog/kerner-50-educational-equity-still-dream-deferred?clid=CjwKCAiAxp-ABhALEiwAXm6lyS6gOngJVuMOU_PR3zWZY3qMAKcAHzlR4SbRn4oRlv8glz7gmxYDBoCxeIQAvD_BwE)

Building an Equitable School System for All Students and Educators, [https://www.educationminnesota.org/EDMN/media/edmnfiles/advocacy/EPIC/EPIC\\_v5n1\\_EquitableSchools\\_Book.pdf](https://www.educationminnesota.org/EDMN/media/edmnfiles/advocacy/EPIC/EPIC_v5n1_EquitableSchools_Book.pdf)

IMPACT TARGET GROUP	SUCCESS MARKERS
<p><b>LEARNING ENVIRONMENTS</b>            In Oxnard School District, learning environments are designed to create and sustain EML, staff, and family success. We believe that physically, social-emotionally, linguistically, and culturally safe and affirming environments are essential to our diverse EMLs' full affective, academic/cognitive, linguistic, social-emotional, and creative development. To enact this belief, we:</p>	Identify, activate, and build on EML strengths.
	Affirm EML identities by challenging the devaluation of minoritized students' identities.
	Establish powerful relationships that nurture equity and success.
	Engage EMLs actively in the learning process. Amplify EML voice.
	Create environments of enrichment, rather than remediation, that engage EMLs' multilingual repertoires.
	Situate learning in the lives of EMLs. Connect to their lives.
	Elicit high intellectual performances that help connect EML identities to academic engagement.
	Address the prerequisites for learning, including incorporating pedagogical practices that challenge coercive relations of power.

IMPACT TARGET GROUP	SUCCESS MARKERS
<p><b>STAFF QUALITY</b>            In Oxnard School District, every staff member performs in ways that substantially contribute to student, staff, and organizational success. We believe that we must continuously expand our professional competency, exhibit servant leadership, and hold ourselves accountable to our students, families, community, and colleagues for our intentions, our actions, and our results. To enact this belief, we:</p>	Demonstrate deep knowledge of, dedication to, and passion for our professions and subject matter/responsibilities.
	Commit to successfully prepare our EMLs to meet the Student Profile characteristics.
	Exhibit adaptable, approachable, patient, empathetic, and caring attitudes and actions.
	Build community, develop strong relationships, and engage EMLs, families, and colleagues with excellence and equity.
	Model linguistic and culturally sustaining competencies, including crosscultural, crosslinguistic communication skills.
	Support and encourage EMLs' and colleagues' commitment to initiate and complete complex, inquiry-based learning requiring creative and critical thinking with attention to solution-seeking and real-world learning.
	Create safe environments for EMLs in which high, clear expectations and positive relationships are fostered and active learning is promoted.
	Demonstrate a strong work ethic and high levels of preparation, organization, self-efficacy, and experience.

IMPACT TARGET GROUP	SUCCESS MARKERS
	Embody collaborative life-long learner professional approaches, consistently and actively engage in gaining knowledge on EML best practices, focus on growth and improvement, and apply current theories, principles, concepts, and skills of our discipline/profession.

IMPACT TARGET GROUP	SUCCESS MARKERS
<p><b>FAMILY &amp; COMMUNITY</b> In Oxnard School District, families and community are engaged as valued leaders, partners, and resources essential to sustainable student success. We believe that it is our responsibility to create relationships built on integrity, mutual trust, respect, and caring in order to work as authentic partners with families and communities to enhance family/community leadership for the success of our students. To enact this belief, we:</p>	<p>Support family and community members in increasing their level of human capital, skills, and knowledge needed to support their children's success.</p> <p>Create and grow family and community alliances focused strategically on their collaborative leadership role in supporting and promoting student success for all students, as defined by the Oxnard Student Profile.</p> <p>Value our families and community members and ensure they have ready access to social capital through strong crosscultural and multilingual networks built on trust and respect.</p> <p>Create environments and relationships that enable our families and community members to feel a sense of comfort and self-efficacy related to engaging in partnership activities and working across lines of cultural and linguistic difference.</p> <p>Provide coherent and multiple opportunities for our families to take action as partners with multiple roles in their children's education.</p>

IMPACT TARGET GROUP	SUCCESS MARKERS
<p><b>SYSTEM IMPROVEMENT &amp; TRANSFORMATION</b> In Oxnard School District, we are committed to improving continuously with reasonable speed to increasingly facilitate sustainable EML, staff, and family success. We believe that we must build, support, and monitor a school, district, and community asset-</p>	<p>Reflect values-driven, principles-based, research-informed, and equity-centered policies and practices and an organizational culture oriented toward a learning ethos where learning is understood as a shared responsibility.</p> <p>Establish and protect equitable and adequate allocation of funds, prioritizing EMLs and other most vulnerable students.</p> <p>Provide strategic direction, guidance, and support to district sites and departments focused on improving the quality of EML instruction, interaction, and engagement districtwide.</p> <p>Create a coherent and sustainable districtwide infrastructure and culture to support and communicate the district's identity and strategic work on behalf of all EMLs.</p>



IMPACT TARGET GROUP	SUCCESS MARKERS
based culture that lives the Oxnard MAS way. To enact this belief, we:	Support nurturing EML environments that value respect, perseverance, empathy, and risk-taking.
	Establish restorative and trauma-informed practices to support EMLs, families, and staff.
	Implement a coherent professional development program for teachers, support staff, and administrators designed to improve the district's capacity to implement Oxnard MAS.
	Model collaborative approaches to design, decision-making, development, and determination on behalf of EMLs.
	Establish and support coherent TK-8 multilingual pathways that feature rigorous and compelling content.
	Recruit, hire, support, and retain highly qualified teachers, support staff, and leaders equipped to put EMLs first and engage EMLs in successful learning experiences.
	Utilize diverse and compelling measures of EML success-measures that families and communities understand and value.
	Focus on talent development, growth mindsets, and continuous improvement on behalf of EMLs, including staff mentoring and induction programs.
	Expect and monitor consistent use of linguistically and culturally sustaining pedagogies and practices.
	Build community, develop strong relationships, and engage EMLs, families, and colleagues with excellence and equity.
	Maintain well-designed and aesthetically pleasing infrastructure and facilities that reflect a proud investment in EMLs and community.
Monitor master plan progress and assess effectiveness and sustainability; and position the district as a leader in equitable and excellent EML education.	

## IMPACT METRICS: FIVE KEY ELEMENTS

Well-designed impact metrics include five key elements:

1. **Potential Target Groups:** Students, Learning Environment, Staff, Family/Community, Organization/System
2. **Desired Impact:** What difference do you want to make?
3. **Evidence:** How will you know you have made a difference? What evidence will tell you this?
4. **Baseline:** What's the current status of this condition before you address it? What's your starting point?
5. **Quantifying the Impact:** What's your improvement/change goal? What target are you setting? Can you quantify it?

## ABOUT BASELINES

It's important to set a baseline because without a baseline it's difficult to accurately measure the improvement that has taken place because of our efforts. We can't even know for certain that an improvement has taken place. If we don't have a quantifiable baseline, then the current year's work will set the baseline for future years.

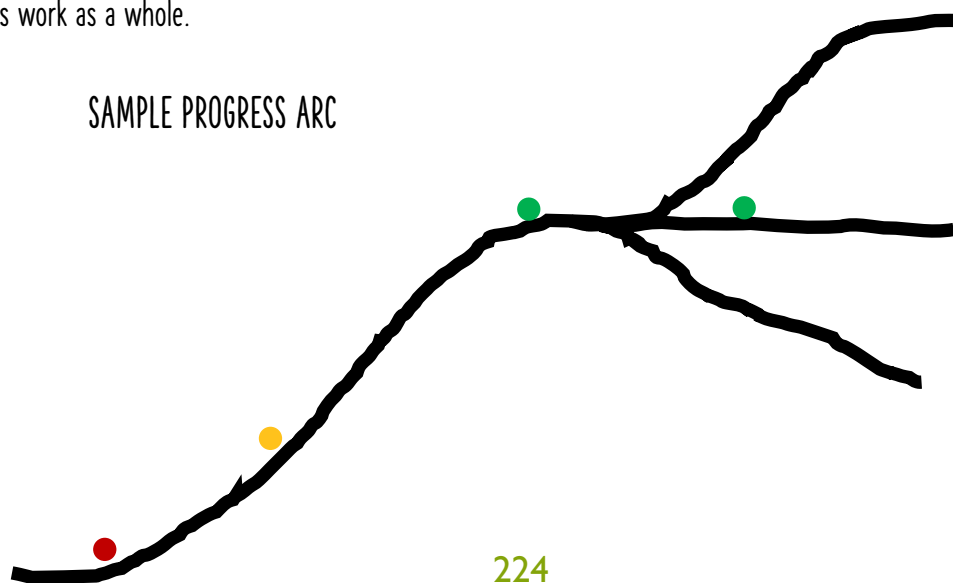
## MID-YEAR AND END-OF-YEAR ASSESSMENTS OF PROGRESS

Tracking any plan's status, our master plan in this case, is an essential step for making sure it's done on time and done well. It's why a progress reporting protocol is so important. In fact, progress reports can help boost team accountability, promote decision-making transparency, and improve budget planning all while keeping the team motivated by showcasing milestones achieved. Using the overview that a progress report provides can also keep key stakeholders informed on the work completed while making sure our priority actions are accomplished by our stated timelines and due dates.

The Team will use several mid-year and annual assessment protocols to confirm reasonable progress on the identified priority actions. Minimally, a two-step progress arc assessment protocol will be conducted as standard operating procedure. Progress arcs are at-a-glance, visual progress reports. In the case of the Oxnard MÁS Team, working in strategic goal groups, will first determine the implementation status of each of their priority actions using the following rating system:

- Task Completed
- Progress on Target
- Delays/Barriers/Modifications Needed
- Danger! Needs Immediate Attention

Then they will place each of their color-coded priority actions on a progress arc that allows everyone to see the status of the group's work as a whole.







Part of completing the progress arcs is specifying the evidence that leads each team to determine the specific status of each priority action/task. This requires the teams to revisit their implementation and impact metrics and use those to guide their analysis and decision-making about their progress.

## ALIGNING PLANS & INITIATIVES

Accountability and sustainability both call for clear alignment of the district's various plans and initiatives to eliminate confusion about where a particular initiative or plan fits, and about how various plans or initiatives are related to one another. We can clarify how the various Oxnard initiatives and plans are connected and where there is common purpose and potential increased impact resulting from alignment of those initiatives. It's essential to reduce competition and increase impact where we have multiple initiatives that develop overlapping missions, members, and audiences, resulting in overlap, inefficiency, and frustration<sup>53</sup>. An overarching strategy that communicates to internal and external stakeholders how our efforts are connected helps operationalize our vision and provide the optimal impact for our students and community.

The redesign of our master plan is the first step in aligning our plan to Oxnard EMPOWERS. As we move forward with Oxnard MÁS, we'll need to pay attention to issues of alignment with other district plans as those plans address EMLs and how we can maximize our collective impact to better serve EMLs. We want to draw a picture big enough so that other initiatives and priorities can see how they connect and why. That alignment process will help us identify where there is more efficiency and power in working together than separately. And ultimately, we have clarified the lines of communication and accountability. As we advance this work, we will keep in mind what is known about successful alignment.

### KEYS TO SUCCESSFUL ALIGNMENT

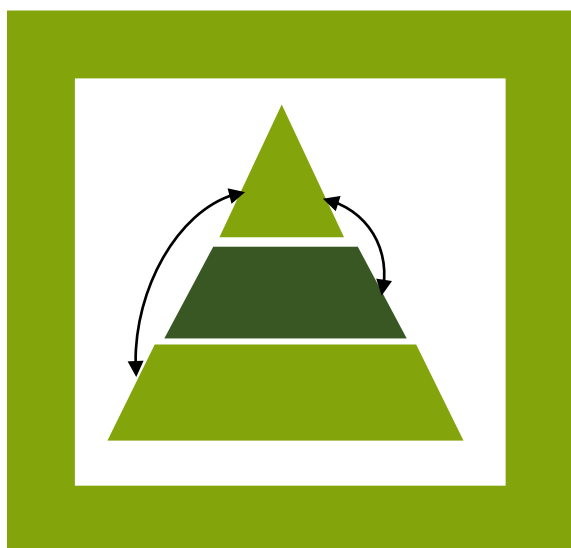
GUIDELINE	WHY IT'S IMPORTANT
Start with a focus on the outcomes you want to achieve.	Focusing on outcomes galvanizes people around goals that are harder or more complex than those they have tried to tackle alone, and it prevents getting stuck on existing strategies that might not be best for those outcomes.
Draw a picture big enough so that existing efforts see how they can connect and why.	A big picture reinforces the idea that complex challenges need interconnected solutions prevent the "edifice complex," which assumes that solutions revolve around certain institutions, such as schools.
Identify where there is more efficiency and power in working together than alone.	Analysis of synergies creates energy for leaders to take on issues that are too big to handle alone and to scale up solutions they didn't know they were pursuing separately. It also prevents development of agendas that are too big or piecemeal to make a difference.

<sup>53</sup> Aligning Collective Impact Initiatives. Merita Irby & Patrick Boyle. Stanford Social Innovation Review Fall 2014

GUIDELINE	WHY IT'S IMPORTANT
Clarify the lines of communication and accountability.	Clarification focuses committed partners on the routinization of their relationships and prevents "task force syndrome," in which partners sign on to recommendations without assuming responsibility to implement them.

Like most districts, Oxnard has many disconnected structures and initiatives. There are a variety of district and school-level plans required by state and federal regulation, including the School Plans for Student Achievement (SPSA) at the site level and how it connects to/informs the Local Control and Accountability Plan (LCAP) at the district level. How do these all fit together with Oxnard MÁS.

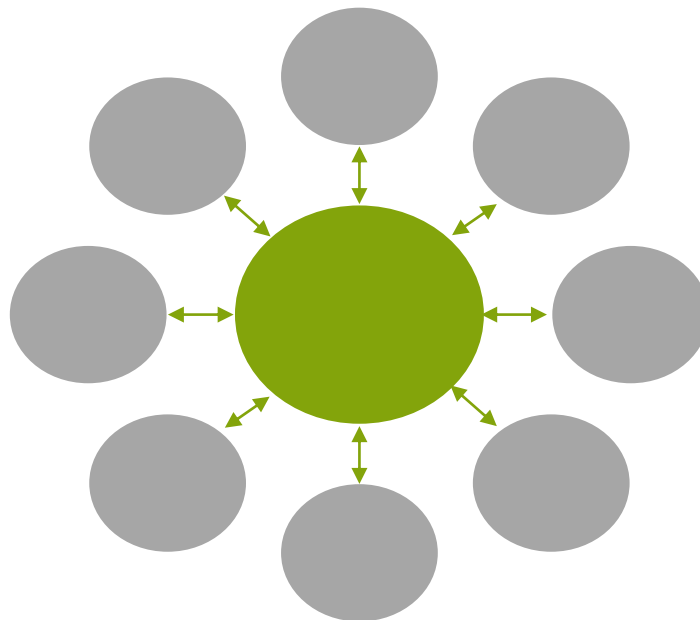
One way to think of all of this is by visualizing the Oxnard EMPOWERS and Oxnard MÁS vision and plan as the frame for everything else that happens in the district. Within this framework, we have the SPSA, a federal requirement that connects to both the Local Education Agency (LEA) Plan and the LCAP at the district-level.



All of these plans can be considered policy and planning documents with a common purpose focused on supporting, impacting, and improving educational outcomes. There is considerable alignment among the plans in some key areas:

- They all require extensive **STAKEHOLDER ENGAGEMENT**.
- They all identify specific **TARGET POPULATIONS** and require **OUTCOMES, GOALS, SERVICES, and ACTIONS** focused on those populations, as well as demonstrated evidence of improvement.
- And they all contain requirements related to **PROPORTIONALITY** that require that the students who generate the funding receive identified services.

Then, the various district and school initiatives all contribute to the core district mission of building equity, improving our work, and evaluating our work in ways that respect the Oxnard MÁS vision and values, and that support and further the Oxnard MÁS strategic goals and key recommendations for action. The underlying theme is that we are not a conglomeration of disconnected plans and efforts, but that our efforts, while at times serving different audiences, are nonetheless coordinated, complementary, and designed to yield the most powerful results.

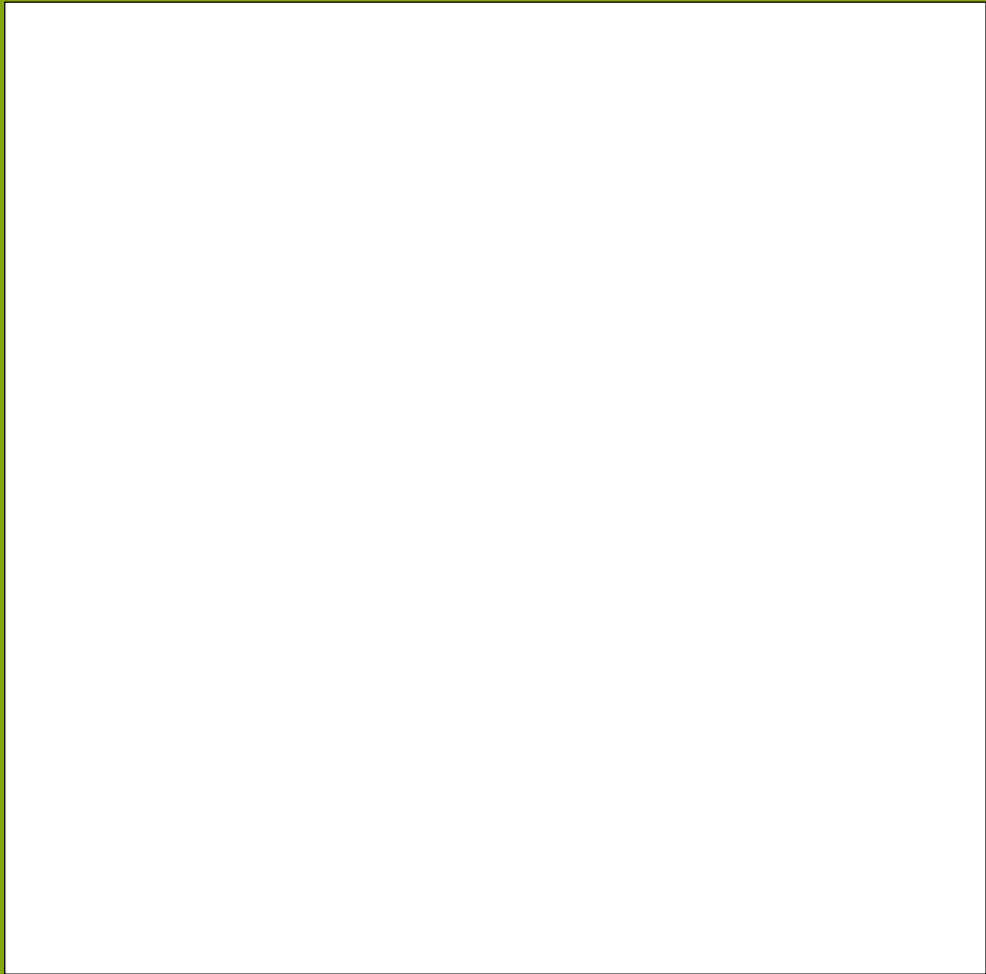


This graphic<sup>54</sup> represents the idea that all programs, projects, and initiatives are aligned at the level of vision and values with Oxnard EMPOWERS and Oxnard MÁS. To the extent that they serve specific student groups and/or parent communities, they do so in a way that is congruent with and supportive of Oxnard EMPOWERS and Oxnard MÁS, their essentials, through lines, goals, and recommendations for action. More specifically, currently the district's main focus has been centered on the improvement of Tier 1 first instruction. All the plans created are in support of this initiative and include:

- Leadership Development on Instructional Leadership using the Plan, Do, Study, Act Cycle of improvement.
- The implementation of the uniform biliteracy framework with the conversion of schoolwide DLL programs.
- Coherence and Articulation TK–3 to improve mathematics instruction and mathematical thinking with young students.
- Creation of the MTSS<sup>55</sup> Manual to ensure that systems are in place to address students' social and emotional as well as academic needs when they are not experiencing success at the Tier 1 level.
- Layering all of the first instruction through culturally/linguistically sustaining pedagogy and providing professional learning/support on how to use this pedagogy through an asset-based approach to our students and community.

<sup>54</sup> The size of the circles in the graphic in no way reflect the size or impact of the individual programs or initiatives, nor do these represent the totality of programs, initiatives, and projects. Rather, they are illustrative of the variety of programs, initiatives, and projects.

<sup>55</sup> Multi-Tiered System of Supports is a framework that helps educators provide academic and behavioral strategies for students with various needs. MTSS grew out of the integration of two other intervention-based frameworks: Response to Intervention (RtI) and Positive Behavioral Interventions & Supports (PBIS). As part of the Individuals with Disabilities Education Act (IDEA) updated in 2004, the RtI model of assessment originally sought to identify students who would benefit from more intensive supports. From these beginnings as a tool to help improve educational outcomes for students in special education, MTSS has grown to encompass all students at every level.



## APPENDIX 1

# EML DISTRICT PROFILE<sup>56</sup>

### DISTRICT OVERVIEW

Established in 1873, the Oxnard School District, which in the 2022–2023 school year served over 15,000 students in grades Preschool–8<sup>th</sup> grade, feeds into the Oxnard Union High School District, alongside three other elementary school districts. The City of Oxnard shares its southwesterly border with the shore of the Pacific Ocean. Oxnard is approximately 60 miles northwest of downtown Los Angeles and 35 miles south of Santa Barbara. Oxnard is currently the largest city in Ventura County, with a population of over 200,000, making it the 22<sup>nd</sup> largest city in California and 124<sup>th</sup> largest in the United States. The City of Oxnard was founded by prosperous agriculture opportunities, which attracted many immigrant workers and their families. Although the city has evolved, it has a thriving economy which continues to include agriculture, as well as other industries, such as defense, manufacturing and tourism.

The district is comprised of 21 schools, including San Miguel Preschool, which serves students with Special Education needs. There are 10 TK–5<sup>th</sup> grade elementary schools, 7 TK–8<sup>th</sup> grade schools and 3 comprehensive middle schools which serve students in grades 6<sup>th</sup>–8<sup>th</sup>. OSD has TK programs housed in 10 of its schools. All but one of the district’s TK–8<sup>th</sup> grade schools and 4 of our elementary schools offer biliteracy/dual language education programs in Spanish and English.

Oxnard School District strives to deliver a rigorous curriculum facilitated by teachers who receive extensive professional development. The Common Core State Standards (CCSS) are the basis for instruction. Teachers have received professional development on the English/language arts standards, Standards for Mathematical Practice (SMP), and mathematics standards. The district has instituted weekly common, collaborative planning time so teachers can share best practices, discuss lessons, write common formative assessments, share data, and plan instruction. The focus of these meetings is for teachers to fully implement standard-aligned, rigorous lessons. This guides the work of the district toward improving first instruction across all schools. All teachers are expected to participate in their grade or course level Professional Learning Communities (PLCs) and use their weekly meetings to identify students who have not reached the targeted goals and plan appropriate

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<sup>56</sup> This profile was developed in 2022 specifically for Oxnard EMPOWERS. While more recently available data is not reflected in this profile, still the profile is still largely reflective of OSD’s current status.



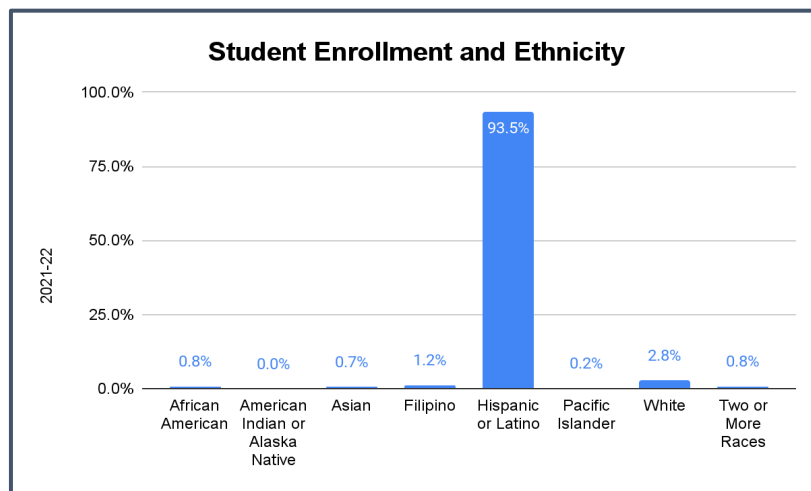
enrichment/intervention. The district utilizes Teachers on Special Assignment (TOSAs) to provide professional development and support for teachers in the areas of literacy, biliteracy, math, science, social science, and educational technology. Intervention Service Providers (ISPs) and/or Literacy Intervention Teachers (LITs) are at each site to ensure intervention for targeted students is taking place regularly and is supported by data.

The three comprehensive middle schools benefited from the Magnet School Assistance Program (MSAP) funding received in 2013–2018. This funding allowed the development of an academy focus at each site. Frank Middle School is the Academy of Marine Science and Engineering, Fremont Middle School is the Academy of Environmental Science and Innovative Design, and Dr. Manuel M. López Middle School is the Academy of Arts and Sciences. The instructional focus was on project-based learning and creating a culture of thinking and collaboration. Teachers were trained in project-based learning strategies from the Buck Institute and on how to make thinking visible with Project Zero through Harvard University.

Ten of Oxnard's schools also provide Biliteracy Programs in Spanish and English, using a 50/50 model for students and families who wish to develop a second language in addition to English. These programs prepare students for linguistic and academic proficiency in English and Spanish and require thoughtful design. The Biliteracy program is based on research that demonstrates the program model's effectiveness at leading students toward linguistic fluency and academic achievement in more than one language. As part of this work, the district has developed standards-based interdisciplinary units with careful attention to the district's language allocation plan and overall goals of the program. Oxnard School District's biliteracy program aligns with initiatives from the California Department of Education (CDE). The CDE's mission is to equip students with world language skills to better appreciate and more fully engage with the diverse mixture of cultures, heritages, and languages found in California and the world, while also preparing them to succeed in the global economy.

## DEMOGRAPHICS & ENROLLMENT

Oxnard School District's enrollment has had an 11% decline since the 2019 school year. 93.5% of Oxnard's students are Latino, with all other ethnic groups under 3%: 93.5% Hispanic/Latino, 2.8% White, 1.2% Filipino, 0.8% African American, 0.7% Asian, 0.7% students who identify as having two or more races, 0.1% American Indian, and 0.2% Pacific Islander. Emergent Multilingual Learners (EML) comprise a large percentage of the district. In the 2022–2023 school year, more than 50% of students were considered EML, most of which reported Spanish as their primary language. Nonetheless, one of the characteristics that makes Oxnard unique is the growing number of Latinx students who have Mixteco as a native language, rather than Spanish.



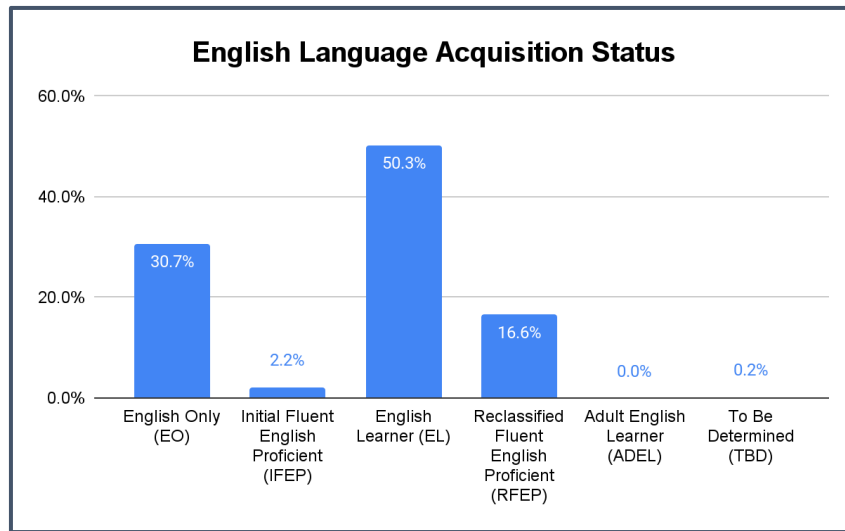
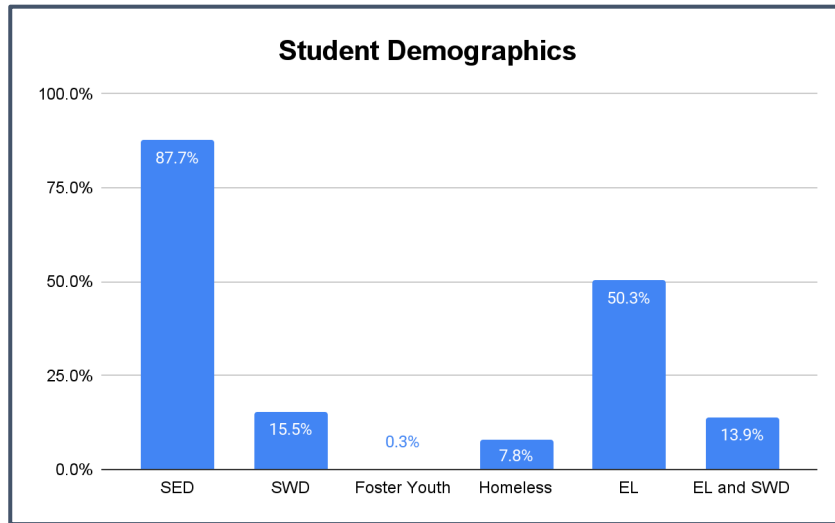
During the 2021–22 school year, 88% of students in Oxnard School District were considered economically disadvantaged. This represents a 4% increase since 2015. Additionally, 50% of students were classified as Emergent Multilingual Learners (EML)<sup>57</sup>, a 5% decrease since 2015. Nonetheless, if we combine all the different categories of language learners, they make up 70% of the district’s students, with only 30% being classified as English Only. This is important to note because it provides support for establishing multilingual pathways as the default program. Not only would districtwide multilingual pathways (including world language immersion programs for Native English Speakers) provide powerful education for Emergent Multilingual Learners, but they would also provide English Only students with opportunities to add a world language to their repertoires.

Another data point to investigate further is the probable over-identification of students as Students with Disabilities (SWD). Approximately 13% of California students, or one in eight, are identified as special education students, compared to 17% (more than 1 in 6) in Oxnard School District, where 15% of Emergent Multilingual Students are also identified as Students with Disabilities. OSD’s special education population is also 3% higher than the county as a whole, which stands at 14%. (Source: CDE Data Quest – Annual Enrollment Data (<https://dq.cde.ca.gov/dataquest/>)) It will be important to research whether this probable overidentification is more evident in some special education categories specifically, and whether some student groups are more likely to be overidentified for special education services.

<sup>57</sup> We are using the more asset-based term, Emergent Multilingual Learners, to refer to English Learners.



**EMPOWERS**



## PROGRAM PARTICIPATION & ACCESS

### ACCESS TO ADDITIVE LANGUAGE/EML PROGRAMS/PATHWAYS

All Emergent Multilingual Learners (EML) in Oxnard School District receive designated and integrated ELD as required by California law. To its credit, the district has a strong focus on dual language education (bilingual) programs and has full school programs at ten sites, which currently serve 3,856 EMLs, over 70% of the total students participating in these programs, and almost 55% of all EMLs in the district. This is to be commended. Compared to most other California school districts, OSD is providing a much larger percentage of its EMLs with a strong additive language/academic program. The district serves a total of 5,421 students in its bilingual programs, which means that some 1,563 students (English Only,

Initially Fluent English Proficient, and Reclassified Fluent English Proficient), who would normally not have access to multilingual learning, are on the path to becoming bilingual/biliterate.

LANGUAGE PROFICIENCY						
	EL	EO	I-FEP	R-FEP	TBD	Total
DLI - Count	3856	883	187	487	6	5421
DLI - Percent	71.13%	16.29%	3.45%	8.98%	0.11%	100.00%

8 <sup>TH</sup> GRADE DUAL LANGUAGE IMMERSION AP SPANISH TEST SUCCESS			
	TOTAL # 8 <sup>TH</sup> GRADERS	8 <sup>TH</sup> GRADERS TAKING TEST	8 <sup>TH</sup> GRADERS PASSING TEST
COUNT	111	53	16
PERCENTAGE	100%	48%	30%

OSD is on a path to expand its biliteracy programs to all schools in order to offer all students access to additive multilingual programs and pathways. At this time, however, there are still 44% of EMLs who are in SEI (Structured English Immersion) programs, where they do not yet have access to formalized primary language instruction, although in some cases students may receive support through other resources, apps, etc. In TK and K, paraprofessionals work in the classrooms and some of these are bilingual. Current data suggest that these programs can be enriched by providing a strand of primary language instruction. The district also offers a Newcomer Academy for newcomer students in grades 3–8, which serves 1.54% of the district's EMLs. While this program does not yet provide students with language instruction, OSD plans to revamp the Newcomer Program so it offers a coherent, consistent, and formalized primary language strand designed to lead to primary language proficiency.

EML PROGRAM PARTICIPATION		
Program	Grand Total	Percent
2-WAY DUAL LANGUAGE IMMERSION	3,856	54.45%
NEWCOMER ACADEMY	109	1.54%
STRUCTURED ENGLISH IMMERSION	3,117	44.01%
Grand Total	7082	100.00%

While ELD instruction by itself, or even augmented by some primary language support, does not provide the truly additive pathways that EMLs could most benefit from, especially as they move into the upper grades where the academic language

is more demanding, there are options available to improve academic performance for these students. EML students who are not able to fully develop their home languages may find themselves having academic difficulties as they move into middle school and high school, and they may struggle with the academic coursework necessary to gain eligibility to enter the California university system or to successfully navigate an increasingly complex, multilingual, globalized world. (See Footnote #2) Fortunately, the district is already on the path to ensuring stronger supports for all its EML students. The district does offer Spanish as a World Language at some of its middle schools.

## ACHIEVEMENT

The district has experienced fairly flat growth overall since 2015; however, the "pandemic" drop is significantly less than that of other similar districts. Overall, the percent of students meeting or exceeding the standard is significantly lower than that of the county, a difference of more than -16%.

During the 2022-23 school year, 28.8% of students at Oxnard School District met or exceeded the standard in ELA, representing an 8.8% increase since 2015 and a slight decrease of 0.9% since the 2018-19 school year. However, by comparison, 45% of students in the county met or exceeded the standard in ELA, representing a +16.2% difference when compared to district results. During the 2022-23 school year, 18.4% of OSD students met or exceeded the standard in math, a 5.4% increase since 2015 and an increase of 1.2% since the 2018-19 school year. However, 32.7% of students in the county met or exceeded the standard in math, representing a +14.3% difference when compared to district results.<sup>58</sup>

Redesignated students, known as RFEPs, outperformed RFEPs county-wide, although results for both groups fall behind results statewide. Even taking this into account, though, in ELA, RFEPs meet/exceed standards at almost double the rate of students overall in Oxnard. Emergent Multilingual Learners (EML) meet or exceed standards at about half or less than half the rate of students overall. The district's EML results mirror those of the county. A bright spot to point out is that since 2015, EMLs in Oxnard are making significant increases in the percentages of students meeting or exceeding standards in ELA. During the 2022-23 school year, 41.8% of reclassified students at OSD met or exceeded the standard in ELA, a 3.8% increase since 2015 and a 3.4% since the 2018-19 school year. In the county, 30.8% of reclassified students met or exceeded the standard in ELA, representing a +4.6% difference when compared to district results. During the 2022-23 school year, 23.7% of reclassified students at OSD met or exceeded the standard in math, a 1.7% increase since 2015 and

<sup>58</sup> Any blue-shaded text or charts indicates that these sections have been updated since the initial district profile was created for Oxnard EMPOWERS.

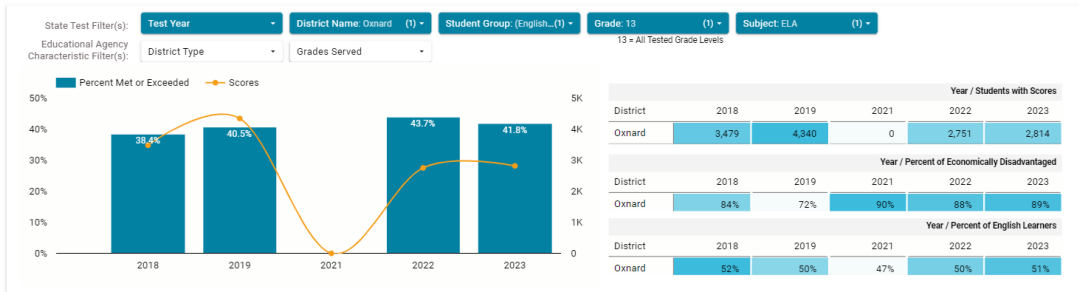
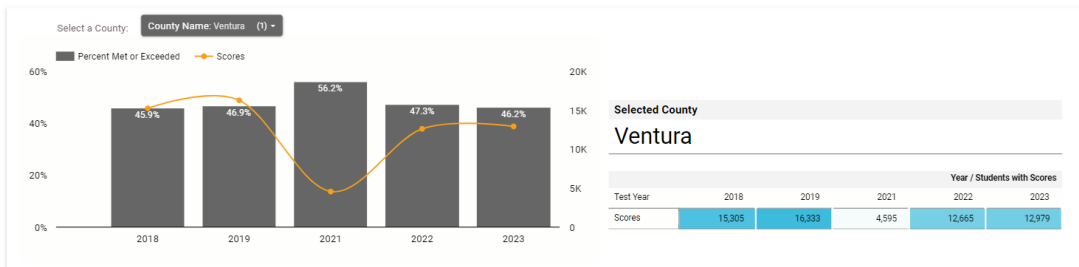
an increase of 4.2% since the 2018-19 school year. In the county, 26.3% of reclassified students met or exceeded the standard in math, a +2.6% difference when compared to district results.

## ELA

STATEWIDE RANKING TOOL DASHBOARD

### District State Test Tool

PARSECGO Analytics

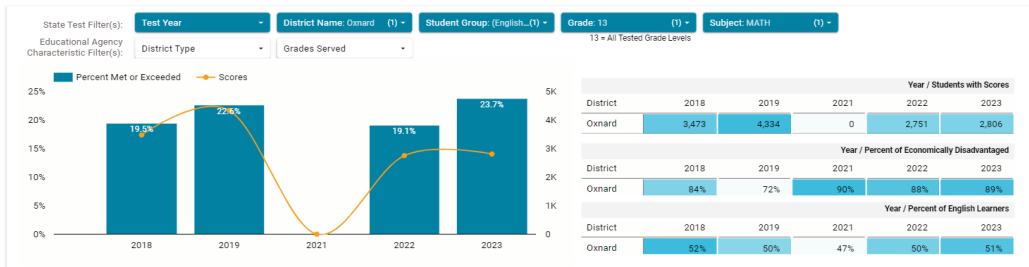
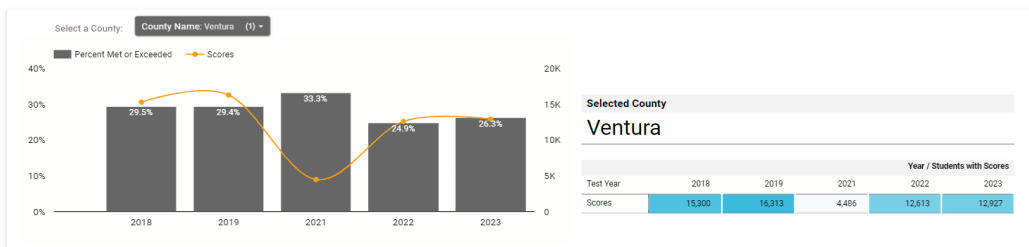


## Math

STATEWIDE RANKING TOOL DASHBOARD

### District State Test Tool

PARSECGO Analytics



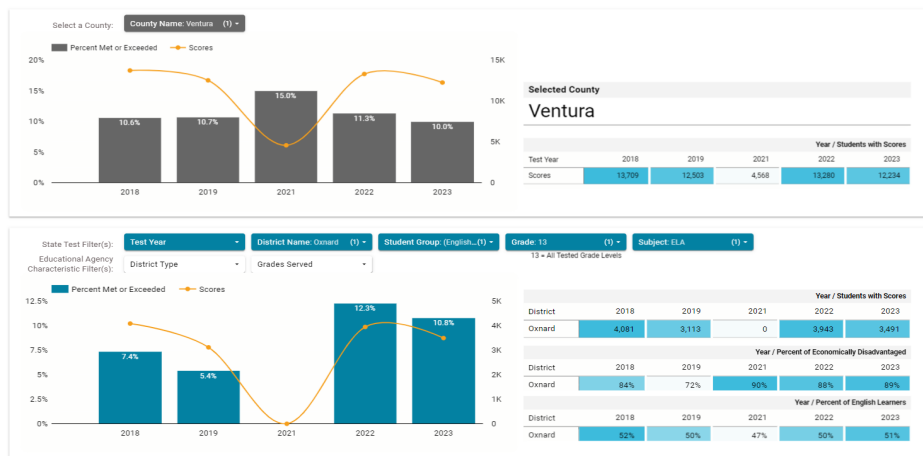
During the 2022–23 school year, only 10.8% of EMLs at OSD met or exceeded the standard in ELA, a 5.8% increase since 2015 and an increase of 5.4% since the 2018–19 school year. At the county level, 10.8% of EMLs met or exceeded the standard in ELA, representing a .8% difference when compared to district results. During the 2022–23 school year, only 8.8% of OSD EMLs met or exceeded the standard in Math, a 3.8% increase since 2015 and an increase of 4.8% since the 2018–19 school year. The county showed similar results with 8.1% of EMLs meeting or exceeding the standard in Math, a -.7% difference when compared to district results.

## ELA

STATEWIDE RANKING TOOL DASHBOARD

### District State Test Tool

PARSEGO Analytics

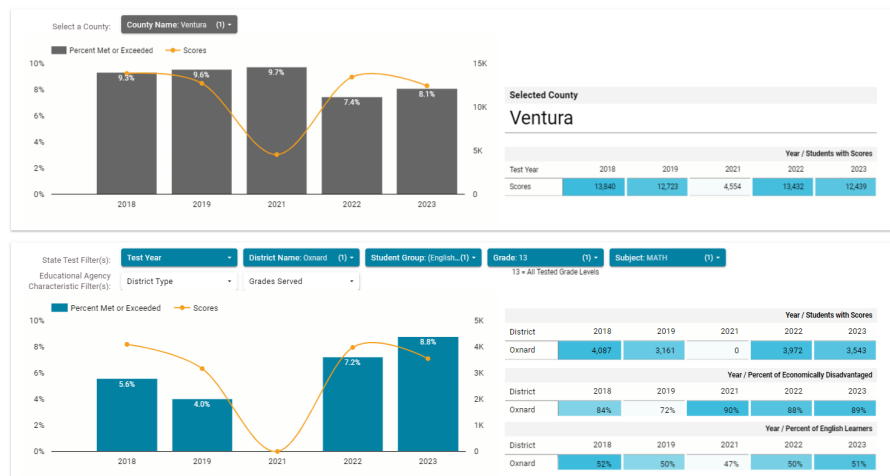


## Math

STATEWIDE RANKING TOOL DASHBOARD

### District State Test Tool

PARSEGO Analytics



A bright spot that points to the path to transforming achievement for EMLs is the district's Dual Language Immersion programs, where 6<sup>th</sup> grade students in the DLI program scored 9% points higher on average than SEI students in English language arts, even though time spent learning in English is significantly less for DLI students than for SEI students. This confirms that gaining proficiency in English is not solely, or perhaps even mostly, a factor of time spent in English.

### % of Students who Met or Exceeded the Standard in ELA

### % of Students who Met or Exceeded the Standard in ELA

	Chavez	Curren	Driffill	Elm	Kamala	Lemonwood	Soria	López
4th SEI	29%	25%	18%	11%	25%	29%	34%	
4th DLI	22%	27%	26%	18%	20%	31%	45%	
4th SEI/DLI Diff	-7%	2%	8%	7%	-5%	2%	11%	
5th SEI	23%	20%	29%	29%	35%	38%	41%	
5th DLI	19%	20%	18%	29%	40%	19%	63%	
5th SEI/DLI Diff	-4%	0%	-11%	0%	5%	-19%	22%	
6th SEI	23%	25%	13%		11%	30%	52%	17%
6th DLI	15%	35%	35%		31%	33%	57%	26%
6th SEI/DLI Diff	-8%	10%	22%		20%	3%	5%	9%
7th SEI	27%	25%	21%		27%	45%	48%	33%
7th DLI	28%	37%	32%		26%	32%	63%	34%

	Chavez	Curren	Driffill	Elm	Kamala	Lemonwood	Soria	López
7th SEI/DLI Diff	1%	12%	11%		-1%	-13%	15%	1%
8th SEI		24%					25%	31%
8th DLI		32%					39%	29%
8th SEI/DLI Diff		8%					14%	-2%

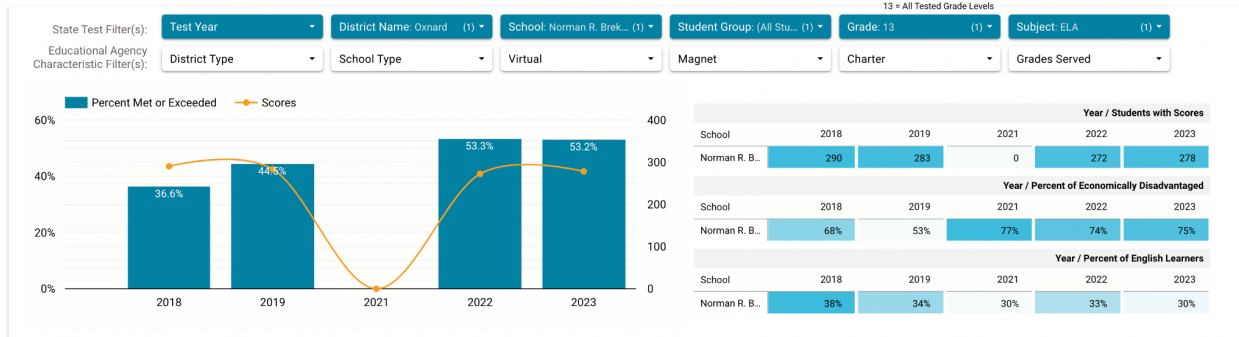
Another highlight to note is that during the 2022-23 school year, 53% of EML students at Norman R. Brekke Elementary School met or exceeded the ELA standard; this represents the highest results across the district. This is in contrast to McKinna Elementary, where only 17.8% of EML students met or exceeded the standard in ELA, representing the lowest results across the district. During the 2022-23 school year, 46.7% of EML students at Norman R. Brekke Elementary School met or exceeded the Math standard, the highest results across the district. This contrasts with Fremont Academy of Environmental Science and Innovation Design, where only 10.7% of EML students met or exceeded the standard in Math, the lowest results across the district.

During the 2022-23 school year, 77% of reclassified students at Christa McAuliffe Elementary school met or exceeded the ELA standard, the highest results across the district for reclassified multilingual students. This is in contrast to Fremont Academy of Environmental Science and Innovation Design, where only 22.6% of reclassified multilingual students met or exceeded the standard in ELA, the lowest results across the district. During the 2022-23 school year, 69.2% of reclassified students at Christa McAuliffe Elementary school met or exceeded the Math standard, the highest results across the district for reclassified students. This contrasts with Fremont, where only 11.3% of reclassified multilingual students met or exceeded the standard in Math, representing the lowest results across the district.

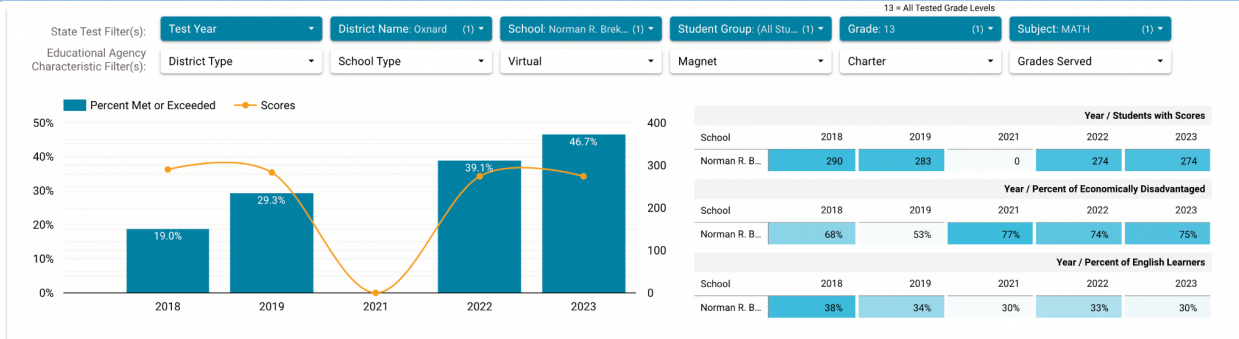
During the 2022-23 school year, 44.8% of EMLs at Norman R. Brekke Elementary School met or exceeded the ELA standard, the highest results across the district for EMLs. In contrast only 1.4% of EMLs met or exceeded the standard in ELA at Fremont Academy of Environmental Science and Innovation Design, the lowest results across the district. During the 2022-23 school year, 41.4% of EMLs at Brekke met or exceeded the Math standard, representing the highest results across the district for EMLs. At Fremont Academy of Environmental Science and Innovation Design, however, only 1.4% of EMLs met or exceeded the standard in math, representing the lowest results across the district.



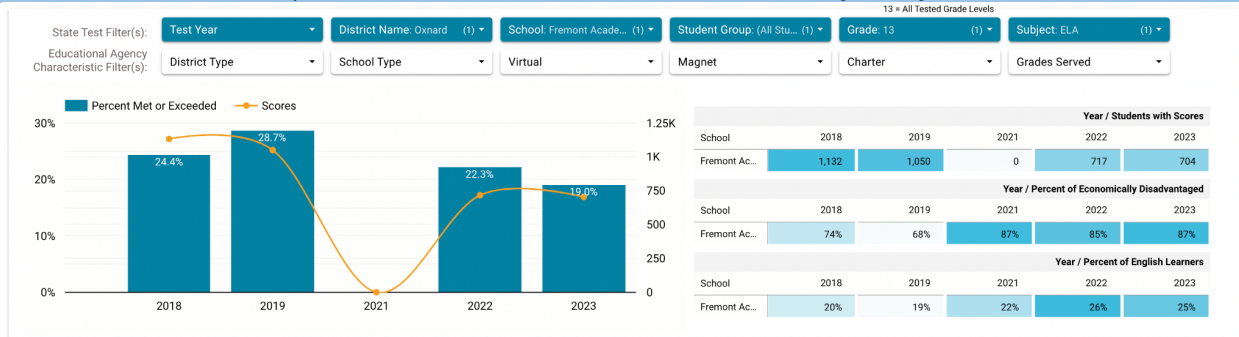
## Norman R. Brekke Elementary Longitudinal ELA Results



## Norman R. Brekke Elementary Longitudinal Math Results

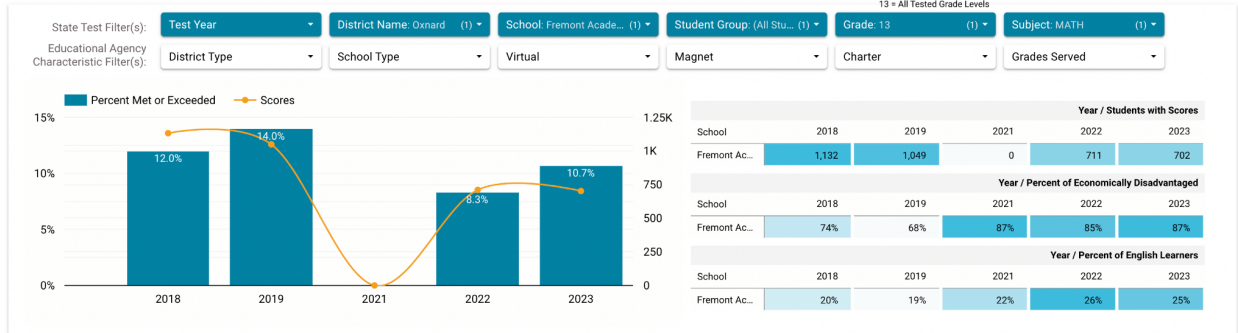


## Fremont Academy of Environmental Science and Innovation Design Longitudinal ELA Results

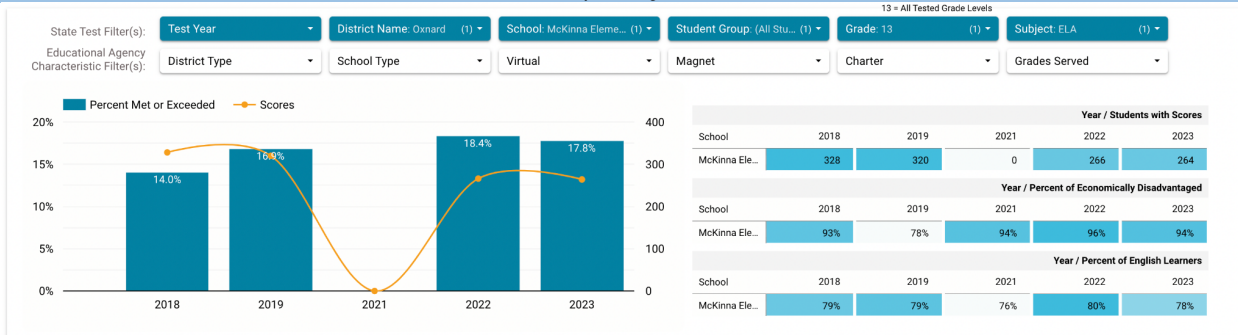




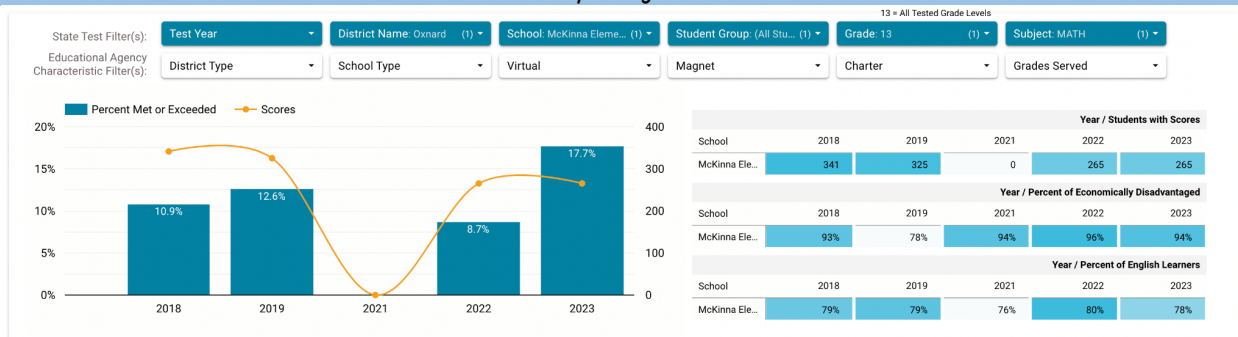
## Fremont Academy of Environmental Science and Innovation Design Longitudinal Math Results



## McKinna Elementary Longitudinal ELA Results



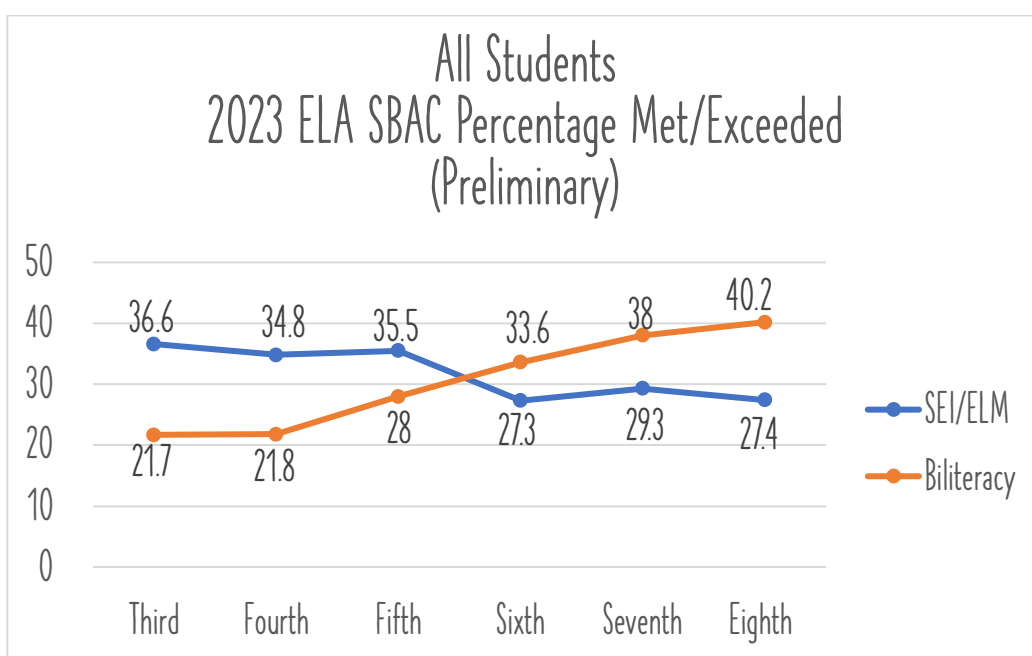
## McKinna Elementary Longitudinal Math Results



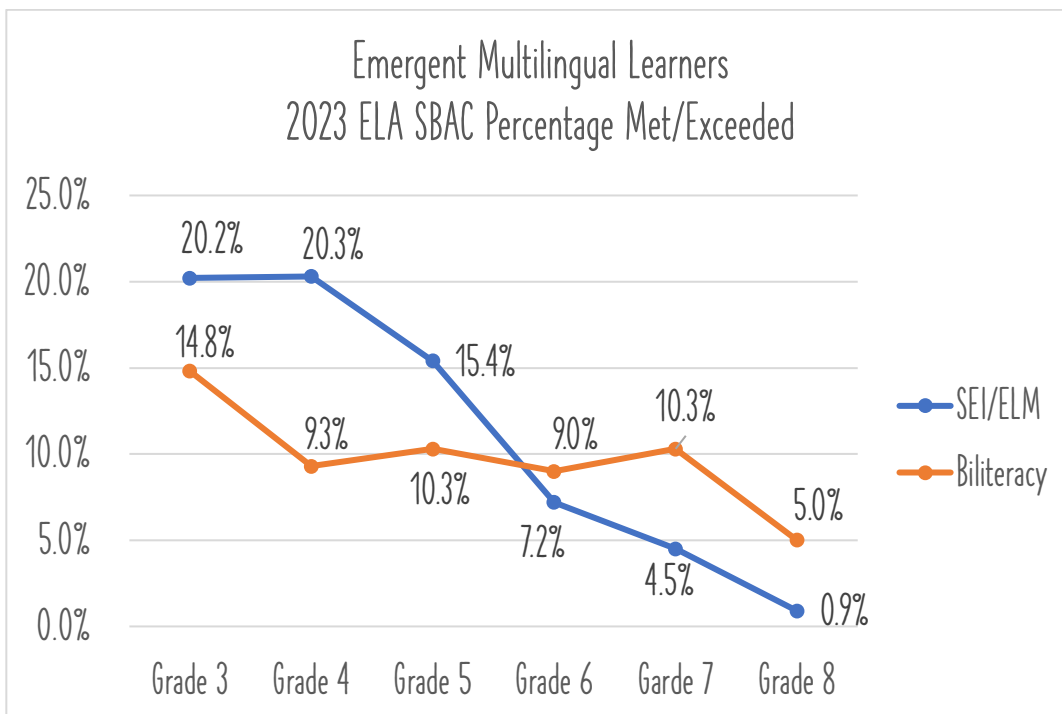
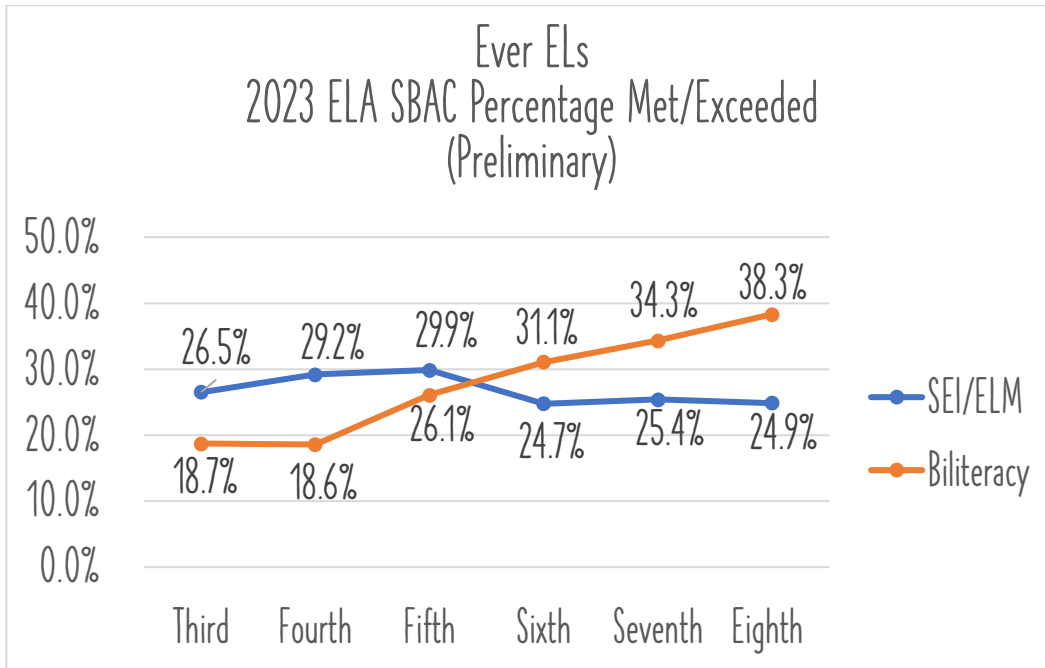
### DIFFERENTIAL PERFORMANCE BY EMLs BY PROGRAM TYPE

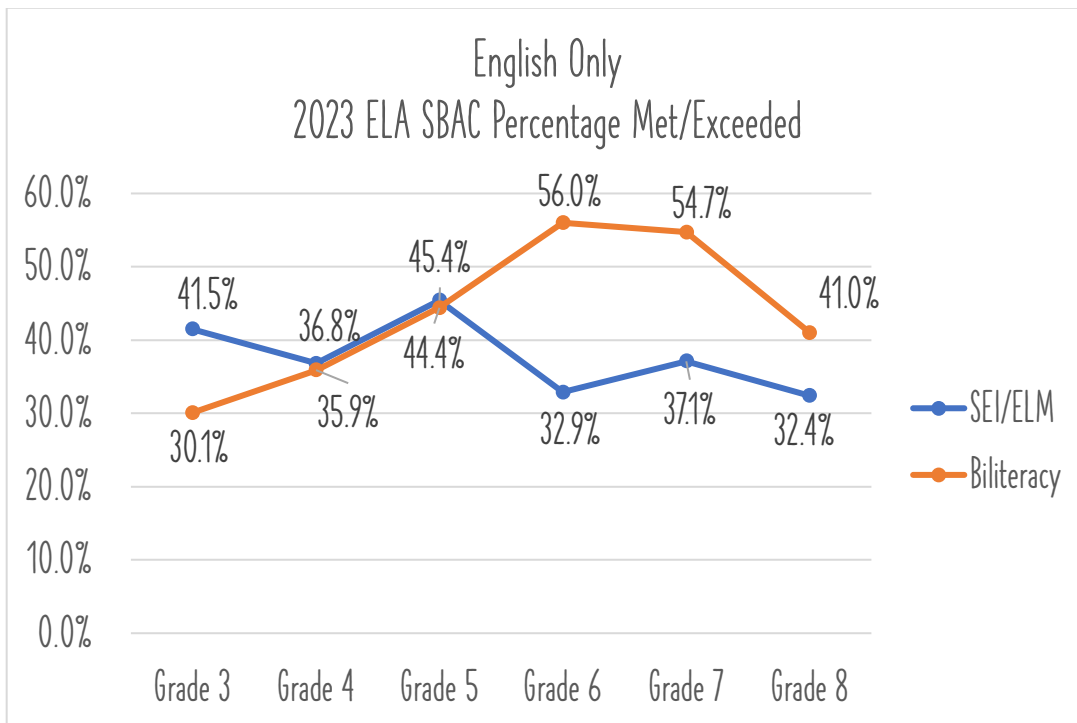
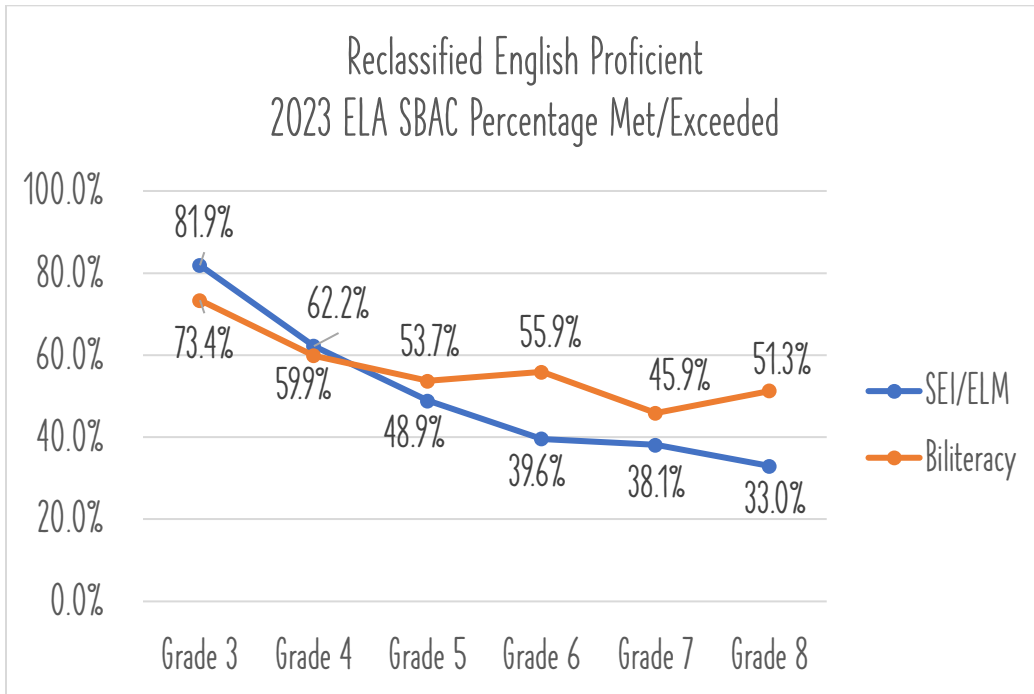
One important achievement detail is the stark performance difference between EMLs by program type. Using the district's own data, it's evident that if we're concerned with higher student achievement, we need to provide EMLs with strong

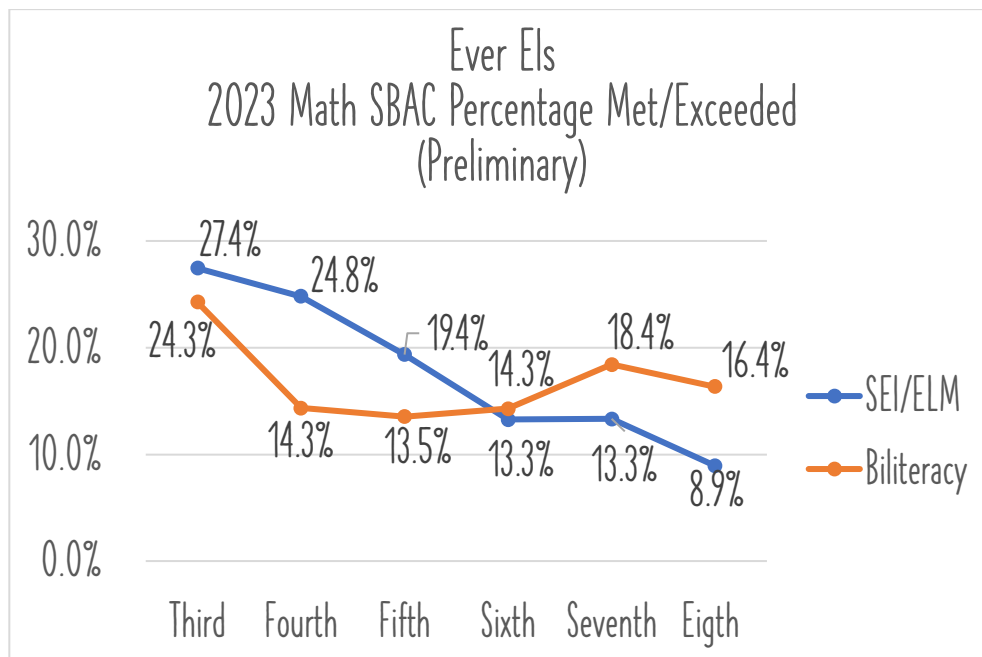
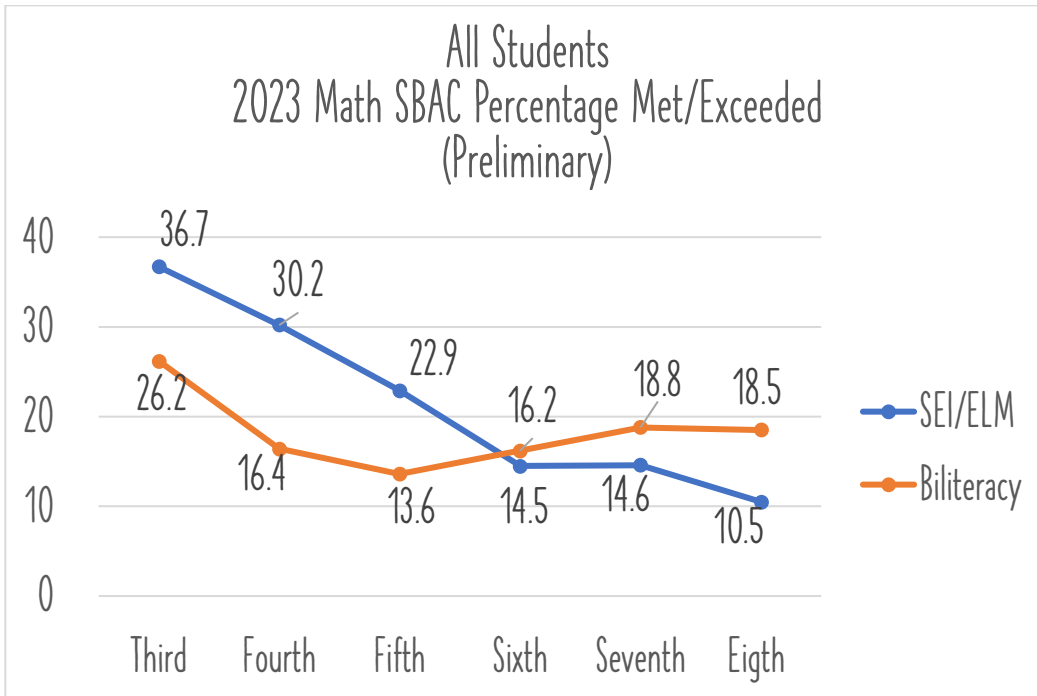
additive programs/pathways such as biliteracy and/or dual language immersion, whether one-way or two-way.<sup>59</sup> The tables below (drawn from preliminary 2023 SBAC data) in many ways mirrors national longitudinal data that show that in the short term, it may appear that all program types get about the same results, but if you look over time, by 4<sup>th</sup>/5<sup>th</sup> grade or so, students in subtractive programs such as SEI begin an achievement decline that continues through high school, while students in additive programs such as DLI are able to close the gap and sustain their progress through high school, even after they've left the targeted program.

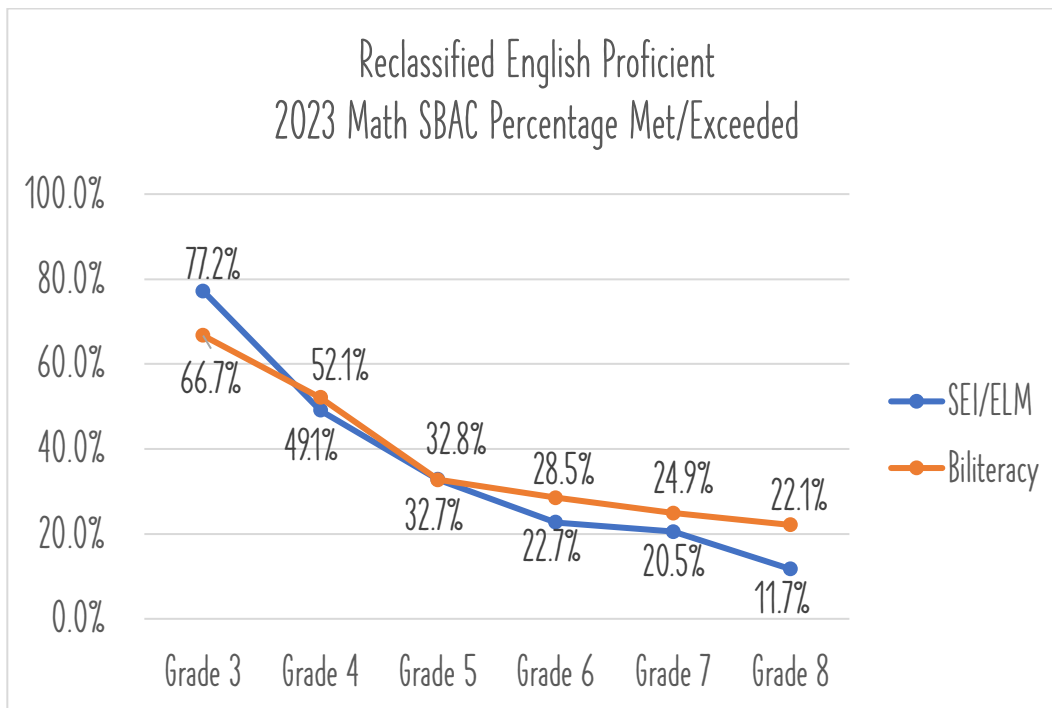
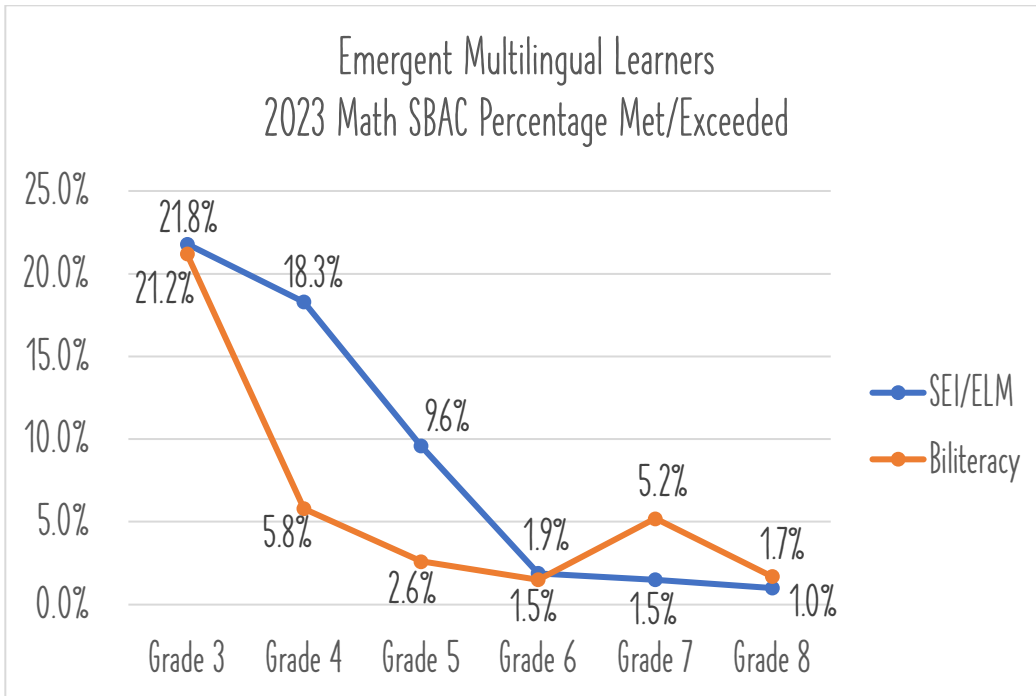


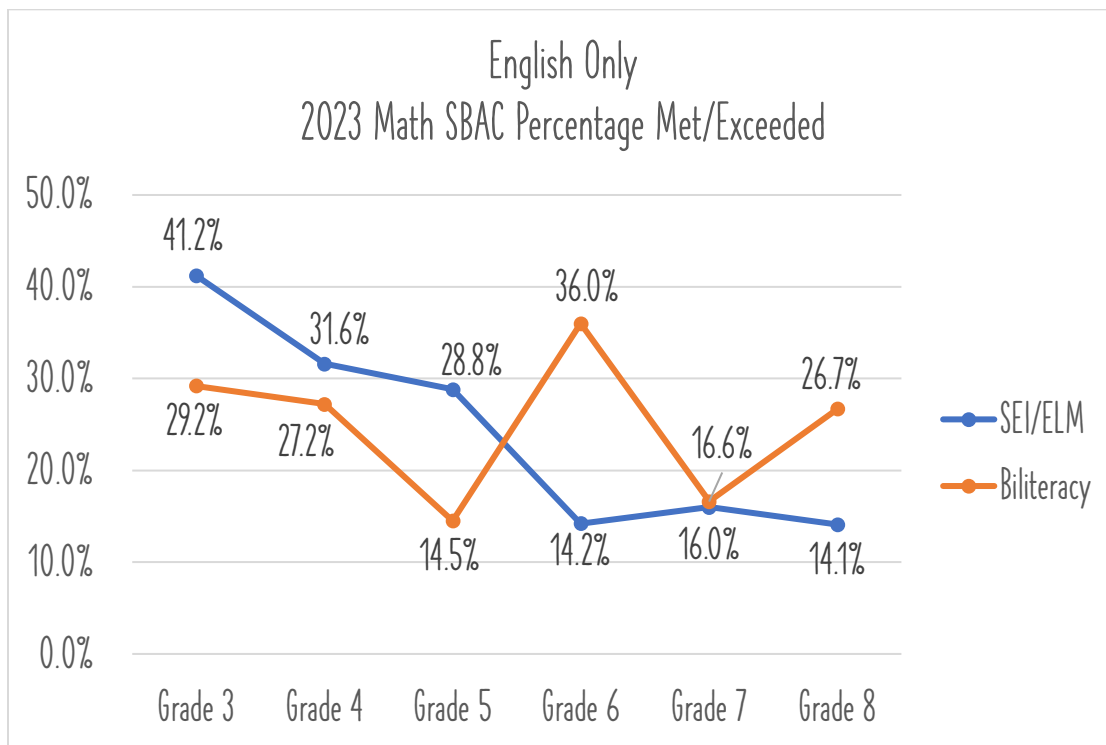
<sup>59</sup> One-Way Dual Language Immersion means that while all the students are learning in two languages, the students themselves are all EMLs. Two-Way Dual Language Immersion means that there are two groups of students participating: EMLs and Native-English speakers and/or Fluent English speakers. There is a second type of One-Way Dual Language Immersion, more commonly referred to as World Language Dual Immersion, which is designed for Native English speakers or Fluent English Proficient speakers to learn a new language.











It will be critical for the district to continue to monitor how EML and other students perform in different programs in order to know which programs to expand and nurture, and which programs to phase out in favor of programs that yield more powerful and sustainable student results and success. Once these additive, research-supported programs are in place, then the task for the district will be to ensure that the instruction reflects the consistent use of research-informed high-leverage practices in learning settings that are reflective of key pedagogical principles for high levels of student engagement, interaction, and achievement in order to maximize student achievement and success.

## FAMILY/COMMUNITY ENGAGEMENT

The district has invested significantly in supportive infrastructure in this area with dedicated staff assigned. There are well-established Latino and EML family/community engagement protocols and processes, and there's an emerging focus on inclusion and growing the leadership of African American, Asian American, Pacific Islander, and Mixteco families/communities.

There are also some community sectors that continue to be under-represented and underserved, and there is room to grow in sustaining environments of trust and respect that honor and value contributions of the district's diverse communities.

While engagement has been prioritized, it has not consistently or strategically focused on how families and community partners can consistently promote student success tied to the Student Profile, the district's vision for student success. This could be a powerful vehicle for directly linking family engagement and the various community partners to positively impacting engagement, achievement, and equity across the district.

## DISTRICT LEADERSHIP & INFRASTRUCTURE

It's clear that some schools are bright light "beacons" in the district, with strong and focused principals and teachers. This is part of the overall pattern of stark overall performance differences between schools in both ELA and mathematics. These same patterns of extreme differentiation play out with subgroup populations as well. For example, the range of RFEPs meeting or exceeding standards ranges from 83% at one school, which is powerful evidence of success, to 30% at another school, which is troubling, especially since statewide, RFEPs generally outperform native English-speaking students.

These extremes are also evident in EML results, with 34% of EMLs at one school meeting or exceeding standards and only 4% at another school. Another area to note is that mathematics needs particular attention at all grade levels, where most of the district's schools and students are dramatically underperforming. These bifurcated performance differences, while troubling, are also opportunities to build on the "bright light" successes to create more coherent and widespread district success. Currently, these "bright lights" are independent efforts for the most part.

There is a need for well-articulated coherence across schools in the district and across divisions and departments at the district-level. Most importantly, all stakeholders need to clearly know and understand implications of the Student Profile for organizing classroom and school life and informing community initiatives and efforts. Resources could be maximized if there was a clear plan that all understood about how differential resources support the overall district vision.

## ABOUT OUR FINDINGS & THE DATA REVIEW PROCESS

During our initial analysis of current state<sup>60</sup>, there were five major areas of key findings that emerged as particularly salient with regard to sharpening the district's improvement efforts. These findings served to identify the big buckets of work that needed to be addressed for Oxnard to get from its current state to the realization of its new EMPOWERS vision. These then

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<sup>60</sup> This analysis was conducted as part of the development of Oxnard EMPOWERS and included a review of data documents and district plans and reports, interviews with leadership, staff, and community members, student focus groups, parent/community forums, and a review of pertinent research related to student success, school/district transformation, and organizational change.





became the Oxnard EMPOWERS strategic goals, and stakeholders designed specific recommendations for action for each goal.

Findings are the information resulting from an analysis of data. In our context, the Findings Statements paint a concise and focused, although not exhaustive, picture of the most salient aspects of Oxnard's current status. Findings statements can include both quantitative and qualitative information. Quantitative findings are usually presented in narrative form and visually in tables, charts, and/or graphs. Qualitative findings are usually presented as summary statements and discussion about patterns observed. The findings statements for Oxnard include a combination of both types.

The district's current reality is reflected in the findings statement. The desired future is described in the vision statement. The findings statements provide insight into the big buckets of work the district will need to take on in order to get from here to there. These big buckets of work are reflected in the district's strategic goals, which themselves will contain a number of recommendations for action. The identification of the relevant findings involves reviewing and analyzing demographic, programmatic, climate, and achievement data, as well as the information gathered previously through interviews and focus groups. The vision and student profile, values, and principles are utilized as lenses in that review and analysis process, and we also take into account the relevant research base. This leads to the crafting of several findings statements, each of which leads to a strategic goal and recommendations for action. These findings statements begin to paint a concise and focused, although not exhaustive, picture of the most salient elements of OSD's current status.

## ACKNOWLEDGMENTS

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## APPENDIX 2

# LANGUAGE LEARNER TYPES & DEFINITIONS

In light of one of our expanded mindset dimensions, which calls for us to adopt an asset-oriented approach to the education of our Emergent Multilingual Learners, this appendix attempts to describe the different ways that have been used to identify language learners.

### BILINGUAL STUDENT

For purposes of this plan, a Bilingual Student is able to use two languages, one of which is English, with equal or nearly equal fluency. For example, one of the goals of dual language education programs is to produce fluent bilinguals who can navigate both English and the target language with equal proficiency and ease.

### EMERGENT MULTILINGUAL LEARNER (EML)

Historically underserved students whose home language is a language other than English, who therefore have the potential to become bilingual or multilingual in school. This term reflects an assets-based approach to refer to students whose home language is a language other than English, or English Learners. Sometimes, the term "emergent bilingual" is also used in this context.

### ENGLISH DOMINANT LANGUAGE LEARNERS (EDLL)

Students whose home or primary language is English, and who are working towards experienced bilingualism or multilingualism, oftentimes in a dual language immersion setting. EDLL includes, but is not limited to, historically underserved students who are English-dominant and/or entered school as monolingual English speakers.

### ENGLISH LEARNER (EL)

English learner is a deficit-based term used by the federal and state governments to refer to students for whom there is a report of a primary language other than English on the state-approved Home Language Survey and who, on the basis of the state approved oral language (grades kindergarten through grade twelve) assessment procedures and literacy (grades three through twelve only), have been determined to lack the clearly defined English language skills of listening comprehension, speaking, reading, and writing necessary to succeed in the school's regular monolingual instructional



programs. To the extent possible, Oxnard School District is transitioning to the use of the more asset-oriented term Emergent Multilingual Learner (EML) to refer to these students.

#### ENGLISH ONLY (EO)

An English Only speaker is someone whose first or home language is English and who speaks only English.

#### EVER-EL

The category Ever-EL, which is used by California, refers to a student who is currently an English Learner or who was formerly designated as an English Learner, but who has now been reclassified fluent English proficient (RFEP).

#### EXPERIENCED MULTILINGUAL LEARNER (XML)

Refers to students who can use two or more languages with relative ease, although their performances vary according to task, modality, and language. This includes, but is not limited to, students who have been Reclassified as Fluent English Proficient (RFEP), as well as students who have become bilingual or multilingual at home or through other life experiences.

#### FLUENT ENGLISH PROFICIENT (FEP)

Fluent English Proficient is a formal educational label used to describe students whose primary language is other than English and who have met the district criteria for determining proficiency in English. Students labeled FEP may or may not have some proficiency in their home language.

#### HERITAGE LANGUAGE SPEAKER

Heritage Language Speakers have proficiency in or a cultural connection to their native language. However, just as there are different kinds of heritage languages, there are different types of heritage language learners. For members of indigenous communities (e.g., Chumash, Navajo, Hawaiian, Arapaho), any member of the community studying the language might be considered a heritage language learner. In such cases (e.g., Chumash students learning the Samala language in school), all learners are members of the community and are heritage language learners regardless of their levels of Samala proficiency. Children who come from homes where no Samala is spoken would be considered heritage language learners, as would children who have had some home exposure to the language. In such settings, the focus of instruction might be community-oriented and focused on language preservation and maintenance, or it might be on heritage language development. Language instruction is part of a larger effort to pass on cultural connections to younger generations (Fishman, 2001; McCarty, 2002).

### IMMIGRANT STUDENT

According to the California Department of Education, the term "eligible immigrant student" is defined as an individual student who (a) is aged three through twenty-one; (b) was not born in any state (each of the 50 states, the District of Columbia, or the Commonwealth of Puerto Rico); and (c) has not been attending any one or more schools in the United States for more than three full school years. (20 U.S.C. § 7011[5].) Although technically immigrant students may be English speakers if they come from English speaking countries, the vast majority are not.

### INITIALLY FLUENT ENGLISH PROFICIENT (I-FEP)

A language classification given to students with a primary language other than English who demonstrated fluency in English when they were initially tested. The level of proficiency in the other language can vary widely.

### LANGUAGE MINORITY STUDENTS (LM)

A deficit-based term used by the federal and state governments to refer to groups of individuals who may be called language minorities or non-English-language background populations. These individuals are people who speak a language other than English, whether or not they also speak English, and/or they may have grown up, or lived in, an environment where a non-English language was present and influential (whether they were born in the United States or any of its jurisdictions, or because they were born and raised in a different country). It also includes the deaf and hearing impaired. Often, there is also an ethnic dimension to these groups where language helps define identity. They are referred to as "minorities" not only because they are not a numerical majority in the nation (although they may be at more local levels), but also because they often wield little influence or power within the country. American Indians may be considered language minorities even if they speak only English because their history includes a non-English language and repressive language and cultural policies by the U.S. federal government, so that their current use of English was affected by that history.

### LIMITED ENGLISH PROFICIENT (LEP)

Limited-English-proficient (LEP) is a deficit-based term used by the federal and state governments to refer to students for whom there is a report of a primary language other than English on the state-approved Home Language Survey and who, on the basis of the state-approved oral language (kindergarten through grade twelve) and literacy (grades three through twelve only assessment procedures), have been determined to lack the clearly defined English language skills of listening comprehension, speaking, reading, and writing necessary to succeed in the school's regular monolingual instructional programs. This term was replaced with the term English Learner beginning with the 1998-99 data collection.

### LONG-TERM ENGLISH LEARNER (LTEL)

Long-Term English Learner is a deficit-based formal educational classification given to students who have been enrolled in American schools for more than six years, who are not progressing toward English proficiency, and who are struggling academically due to a failure of the system to fully support their first language and English development. States, districts, and schools determine the criteria and student characteristics used to identify Long-Term English Learners, but definitions and classification criteria may vary widely from place to place. Given that these students are typically identified after six or more years of enrollment in formal education, Long-Term English Learners are most commonly enrolled in middle schools and high schools. While some Long-Term English Learners come from immigrant families, the majority are American citizens who have lived most or all of their lives in the United States.

### NATIVE ENGLISH SPEAKER

A native English speaker is someone who speaks English as his or her first language or mother tongue. For a native English speaker, English is usually the language their parents speak and/or the language of their country of origin. For official California Department of Education purposes, native English speakers list only English on the Home Language Survey.

### NEWCOMER

According to the California Department of Education, a newcomer student is an umbrella term for foreign-born students who have recently arrived in the United States. In OSD, newcomer is defined as a student who has been in U.S. schools for less than two years.

### OTHER LANGUAGE LEARNERS

Effectively all students involved in language learning, other than Emergent Multilinguals.

### RECLASSIFIED FLUENT ENGLISH PROFICIENT (R-FEP)

This category refers to students who were redesignated as FEP (fluent-English-proficient) since the prior year census. These students are redesignated according to the multiple criteria, standards, and procedures adopted by the district, demonstrating that students being redesignated have an English language proficiency comparable to that of average native English speakers.

## REFUGEE STUDENTS

The 1951 United Nations Convention Relating to the Status of Refugees defines a refugee as “[A]ny person who: owing to a well-founded fear of being persecuted for reasons of race, religion, nationality, membership of a particular social group, or political opinion, is outside the country of his nationality, and is unable to or, owing to such fear, is unwilling to avail himself of the protection of that country”. Refugees also include asylum seekers and other displaced persons. Many refugee families have interrupted schooling because they may be coming from war-affected or very rural regions, and/or have lived in refugee camps for some time.

## STUDENTS WITH INTERRUPTED/INCONSISTENT FORMAL EDUCATION (SIFE)

A Student with Inconsistent/Interrupted Formal Education refers to Emergent Multilingual Learners who have attended schools in the United States for less than twelve months and who, upon initial enrollment in US schools, are two or more years below grade level in literacy in their home language and/or two or more years below grade level in math due to inconsistent or interrupted schooling prior to arrival in the US. The definition is inclusive of Low Literacy SIFE, students who have literacy at or below third grade in their home language. This means that they are not yet fluent readers in any language and do not independently use text as a resource to build new knowledge.

As their instruction has been interrupted, inconsistent, and sometimes unavailable, SIFE may have complex social and psychological needs due to possible traumatic migration experiences, frustrations with their academic delays in relation to their peers, a lack of familiarity with school culture, and feelings of isolation in school. Some may not possess the academic knowledge demonstrated by their peers who have consistently attended school. Schools are often unequipped to meet the complex needs of SIFE. As one of the most vulnerable group of students, this population requires a commitment from all stakeholders to develop innovative approaches in order to appropriately serve them. This term originated in New York.

## APPENDIX 3

# MULTILINGUAL LEARNING

### MULTILINGUAL LEARNING PATHWAY OPTIONS

Potential Additive Pathways	Grades	Target Students
<b>Two-Way Dual Language Immersion</b> Develop proficiency and academic competency in English and the target language.	PreK-12	<ul style="list-style-type: none"> <li>Emergent Multilinguals</li> <li>Heritage Language Speakers</li> <li>Native English Speakers</li> </ul>
<b>One-Way Dual Language Immersion/Biliteracy</b> Develop English and home language proficiency/literacy, and academic competency in other languages.	PreK-12	<ul style="list-style-type: none"> <li>Emergent Multilinguals</li> </ul>
<b>One-Way Dual Language Immersion/World Languages</b> Help Native English Speakers to develop competency in a World Language as well as in English.	PreK-12	<ul style="list-style-type: none"> <li>Native English Speakers</li> </ul>
<b>World Languages Experience<sup>61</sup></b> Help students develop beginning to intermediate skills in a World Language.	PreK-8	<ul style="list-style-type: none"> <li>All Non-Native Speakers of the Target Language</li> </ul>
<b>Secondary World Languages</b> Help Native English Speakers develop competency in a World Language through a yearly sequence of progressive courses, from Year 1 World Languages to AP World Languages.	6-12	<ul style="list-style-type: none"> <li>Native English Speakers and Other Non-Native Speakers of the Target Language</li> </ul>
<b>Secondary Heritage Languages</b> Help Heritage Language Speakers develop competency in their heritage language through a series of progressive courses.	6-12	<ul style="list-style-type: none"> <li>Heritage Language Speakers</li> </ul>
<b>Accelerated Learner</b> Designed for students who are three or more years below grade level and have little or no primary language literacy or English proficiency.	5-12	<ul style="list-style-type: none"> <li>Older Immigrant Emergent Multilinguals with Interrupted Schooling</li> </ul>
<b>Long Term English Learner (LTEL)</b> Designed for LTELs with a curriculum tailored to students who are orally fluent in English, making minimal progress (or losing ground) in English proficiency, and struggling academically. This option has intensive L1 support.	5-12	<ul style="list-style-type: none"> <li>Emergent Multilinguals</li> </ul>
<b>Multilingual</b> Adds a third, fourth, or fifth language to Two-Way Dual Language Immersion and One-Way Dual Language Immersion/Biliteracy Pathways.	PreK-12	<ul style="list-style-type: none"> <li>Students in Dual Language or One-Way Dual Language Immersion/Biliteracy Pathways.</li> </ul>

<sup>61</sup> In order to be additive, this option must not be at the expense of home language development.



## DUAL LANGUAGE IMMERSION EDUCATION PROGRAM MATRIX (50/50)

YEAR IN PROGRAM <sup>62</sup>	INSTRUCTION IN PRIMARY LANGUAGE	DAILY PERCENTAGE	INSTRUCTION IN ENGLISH	DAILY PERCENTAGE
YEAR 1 Grade K	Spanish Language Arts Spanish Language Development History/Social Science & Number Corner	50%	Academic ELD English Language Arts Science & Math	50%
YEAR 2 Grade 1	Spanish Language Arts Spanish Language Development Science & Number Corner	50%	Academic ELD English Language Arts History/Social Science & Math	50%
YEAR 3 Grade 2	Spanish Language Arts Spanish Language Development History/Social Science & Number Corner	50%	Academic ELD English Language Arts Science & Math	50%
YEAR 4 Grade 3	Spanish Language Arts Spanish Language Development Science & Number Corner	50%	Academic ELD English Language Arts History/Social Science & Math	50%
Year 5 Grade 4	Spanish Language Arts Spanish Language Development History/Social Science & Number Corner	50%	Academic ELD English Language Arts Science & Math	50%
Year 6 Grade 5	Spanish Language Arts Spanish Language Development Science & Number Corner	50%	Academic ELD English Language Arts Math & History/Social Science	50%
Year 7 <sup>63</sup> Grade 6	Spanish Literature History/Social Science	40%	English Language Arts Science & Math Academic ELD, if needed	60%
Year 8 Grade 7	Spanish Literature and Composition History/Social Science	40%	English Language Arts Math & Science Academic ELD, if needed	60%
Year 9 Grade 8	Spanish Elective	40%	English Language Arts Math, Science, & History/Social Science Academic ELD, if needed	60%

<sup>62</sup> Possible grade-level alignment

<sup>63</sup> Although currently only Language Arts/Literature and History/Social Science are available in Spanish, OSD intends to expand its Spanish curriculum offerings in middle school to include science, mathematics, and other disciplines.



### MAIN INSTRUCTIONAL EMPHASIS OF DESIGNATED ELD

Grades TK - 1 California ELA/ELD Framework- TK-1st grade*	Grades 2-5 California ELA/ELD Framework- Grades 2-3* California ELA/ELD Framework- Grades 4-5*	Grades 6-8 California ELA/ELD Framework- Grades 6-8*
Oral Language Development	Oral Language Development- Registers of English	Reading and Writing of Different Text Genres
Collaborative Conversations	Collaborative Discussions based on content areas and/or text types	Collaborative Discussions based on content areas and/or text types
Social and Academic Vocabulary Development	Academic Vocabulary Development	Academic Vocabulary and Language Development
Reading and Actively Listening from Simple to Complex Texts	Reading: Analyzing how English works in different text genres and content areas	Interpretive Mode (Listening and Reading) in English: <ul style="list-style-type: none"> <li>■ Analyze and evaluate how authors structure arguments, informative/explanatory texts and narratives</li> </ul>
Analyzing and Writing Cohesive Stories	Speaking and Writing: <ul style="list-style-type: none"> <li>■ Develop well-organized, and cohesive extended texts (beyond the sentence level)</li> <li>■ Clearly communicate ideas/information/events</li> </ul>	Speaking and Writing Across Genres and Content Areas: <ul style="list-style-type: none"> <li>■ Produce complex, well-organized, and cohesive extended visual, oral and written texts</li> <li>■ Use discipline-specific knowledge to clearly communicate ideas/information/events</li> </ul>
*Click on embedded link to access grade-specific chapters of the California ELA/ELD Framework.		

## APPENDIX 4

# IDENTIFICATION, ASSESSMENT, & PLACEMENT FLOWCHART

## APPENDIX 5

# PLACEMENT RECOMMENDATIONS

## APPENDIX 6

# STUDENT ASSESSMENTS

### ENGLISH LANGUAGE DEVELOPMENT PROFICIENCY ASSESSMENTS

ASSESSMENTS/ INSTRUMENTS	TYPE	GRADE LEVEL AND PROGRAM TYPE	DESCRIPTION	ADMINISTRATION TIME LINE AND PERSONNEL
English Language Proficiency Assessments for California (ELPAC)	State-mandated  Initial Summative	TK - 8  All Pathways/Programs	Assess listening, speaking, reading and writing in English  State-mandated instrument	Initially: At registration: Legal allowance - within 30 calendar days from date of registration (Enrollment Center Staff)  Annually: February - May (Classroom Teacher, Enrollment Center Staff)

### ENGLISH AND SPANISH LANGUAGE DEVELOPMENT PROFICIENCY ASSESSMENTS

ASSESSMENTS/ INSTRUMENTS	TYPE	GRADE LEVEL AND PROGRAM TYPE	DESCRIPTION	ADMINISTRATION TIME LINE AND PERSONNEL
English Standardized Language Proficiency Assessment	District-adopted  Summative	TK - 8  All Pathways/Programs	Standardized Assessment of listening, speaking, reading, writing	Initial: For all new enrollees: Used as a diagnostic tool upon enrollment, if prior to July (Enrollment Center Staff)  Annually: Administered at a different time than the ELPAC assessment.
Curriculum-Embedded	District-adopted  Summative and Formative	TK-8  All Pathways/Programs	Assess progress in listening, speaking, reading, and writing proficiency in English	On-going (Classroom Teacher)

ASSESSMENTS/ INSTRUMENTS	TYPE	GRADE LEVEL AND PROGRAM TYPE	DESCRIPTION	ADMINISTRATION TIME LINE AND PERSONNEL
			Based on the use of district adopted ELD materials	
Local District Spanish Language Proficiency Assessment	District-adopted  Summative	TK - 8  All DLE Settings	Local District assessments of listening, speaking, reading, writing  Provides diagnostic assessment of progress in DL programs and Spanish language proficiency	Initial: For all new enrollees - Used as a diagnostic tool upon enrollment (Enrollment Center Staff)  Annually: Two times per year Mid-year and End of Year (Classroom Teacher)
Curriculum-Embedded	District-adopted  Summative and Formative	TK-8  All DLE Settings	Assess progress in listening, speaking, reading, and writing proficiency in Spanish  Based on the use of Spanish core materials and CCSS	On-going (Classroom Teacher)

## ENGLISH AND SPANISH ACADEMIC ACHIEVEMENT ASSESSMENTS

ASSESSMENTS/ INSTRUMENTS	TYPE	GRADE LEVEL AND PROGRAM TYPE	DESCRIPTION	ADMINISTRATION TIME LINE AND PERSONNEL
CAASPP (SBAC) English	State-mandated  Summative	3-8  All Pathways/Programs	On-line assessment system aligned to the Common Core State Standards (CCSS) English Language Arts Mathematics	Annually: Spring (Classroom Teacher)

ASSESSMENTS/ INSTRUMENTS	TYPE	GRADE LEVEL AND PROGRAM TYPE	DESCRIPTION	ADMINISTRATION TIME LINE AND PERSONNEL
English Standardized Assessments	District-adopted	K-8  All Pathways/Programs	K-8 assessment allowing educators to screen and group students for targeted instruction, measure student growth, predict performance on CAASPP, and monitor achievement on CCSS	On-going: Typically, 1x per trimester (Classroom Teacher)
English Curriculum- Embedded	District-adopted  Summative and Formative	TK-8  All Pathways/Programs	Assess academic progress in designated content areas taught in English, according to program design  Based on the use of core content state-adopted materials	On-going (Classroom Teacher)
Spanish Curriculum- Embedded	District-adopted  Summative and Formative	TK-8  All DEL Settings	Assess academic progress in designated content areas taught in Spanish, according to program design  Based on the use of core content standards based materials	On-going (Classroom Teacher)

## RECLASSIFICATION CRITERIA

AREA	DATA GATHERED	RECLASSIFICATION CRITERIA
English Language Proficiency	Most recent state-mandated English language proficiency assessment (Summative ELPAC)	Overall Performance Level: 4
Academic Criteria	Academic Assessment data to determine if EML has sufficient English proficiency to be reclassified as a fluent English speaker.	Grades K-8 Local Assessment Data: STAR 360 Reading: 25% or above SBAC ELA: Nearly met (2, 3 or 4)

AREA	DATA GATHERED	RECLASSIFICATION CRITERIA
Teacher Evaluation	Teacher's recommendation form and current report card	<p>Grades K-5</p> <ul style="list-style-type: none"> <li>■ Teacher completes "Input for Reclassification".</li> <li>■ Student is approaching or meeting grade level benchmarks in English reading (standards-based grade of "3" or better in ELA).</li> </ul> <p>Grades 6-8:</p> <ul style="list-style-type: none"> <li>■ Student is achieving grade level standards in ELA on report card (Minimum of "C").</li> </ul>
Parent Opinion and Consultation	Description and results of consultation with parent	After reviewing the data, the parent agrees that reclassification is appropriate.

## APPENDIX 7

# LEGAL REQUIREMENTS

### FEDERAL REQUIREMENTS

Under federal civil rights law, schools are obligated to ensure that English Learners have equal access to education. According to the US Department of Education, approximately 5 million students in U.S. schools have limited English language skills that affect their ability to participate successfully in education programs and achieve high academic standards. It is the responsibility of schools to ensure that all students, including these English language-learning (ELL) students, have equal access to a quality education that enables them to progress academically while learning English. The specific services to be provided are not specified by federal law; however, legislation provides the following broad outlines.

In 1970, the federal Office for Civil Rights (OCR) issued a memo regarding school districts' responsibilities under civil rights law to provide an equal educational opportunity to ELLs. This memorandum stated:

Where the inability to speak and understand the English language excludes national origin minority group children from effective participation in the educational program offered by a school district, the district must take affirmative steps to rectify the language deficiency in order to open its instructional program to these students.

Although the memo requires school districts to take affirmative steps, it does not prescribe the content of these steps. It does, however, explain that federal law is violated if:

- Students are excluded from effective participation in school because of their inability to speak and understand the language of instruction;
- National origin minority students are inappropriately assigned to special education classes because of their lack of English skills;
- Programs for students whose English is less than proficient are not designed to teach them English as soon as possible, or if these programs operate as a dead-end track; or
- Parents whose English is limited do not receive school notices or other information in a language they can understand.

In its 1974 decision in *Lau v. Nichols*, the United States Supreme Court upheld OCR's 1970 memo. The basis for the case was the claim that the students could not understand the language in which they were being taught; therefore, they were



not being provided with an equal education. The Supreme Court agreed, saying that: There is no equality of treatment merely by providing students with the same facilities, textbooks, teachers, and curriculum; for students who do not understand English are effectively foreclosed from any meaningful education.

The case reaffirmed that all students in the United States, regardless of native language, have the right to receive a quality education. It also clarified that equality of opportunity does not necessarily mean the same education for every student, but rather the same opportunity to receive an education. An equal education is only possible if students can understand the language of instruction.

Within weeks of the *Lau v. Nichols* ruling, Congress passed the Equal Educational Opportunity Act (EEOA), mandating that no state shall deny equal education opportunity to any individual, "by the failure by an educational agency to take appropriate action to overcome language barriers that impede equal participation by students in an instructional program." This was an important piece of legislation because it defined what constituted the denial of education opportunities.

The U.S Department of Education's OCR oversees school districts' broad discretion concerning how to ensure equal educational opportunity for English Learners. OCR does not prescribe a specific intervention strategy or program model that a district must adopt to serve English Learners.

The following federal guidelines have been outlined for school districts to ensure that their programs are serving English Learners effectively. Districts should:

#### Identify and Assess All Potential English Learners

- School districts must have procedures in place to accurately and timely identify potential English Learners. Most school districts use a home language survey at the time of enrollment to gather information about a student's language background and identify students whose primary or home language is other than English.
- School districts must then determine if potential English Learners are in fact English Learners through a valid and reliable test that assesses English language proficiency in speaking, listening, reading and writing.

#### Providing Language Assistance to English Learners

- English Learners are entitled to appropriate language assistance services to become proficient in English and to participate equally in the standard instructional program within a reasonable period of time.

- School districts can choose among programs designed for instructing English Learners provided the program is educationally sound in theory and effective in practice.

#### Staffing and Supporting an English Learner Program

- English Learners are entitled to English Learner programs with sufficient resources to ensure the programs are effectively implemented, including highly qualified teachers, support staff, and appropriate instructional materials.
- School districts must have qualified English Learner teachers, staff, and administrators to effectively implement their English Learner program, and must provide supplemental training when necessary.

#### Providing Meaningful Access to All Curricular and Extracurricular Programs

- English Learners must have access to their grade-level curricula so that they can meet promotion and graduation requirements.
- English Learners are entitled to an equal opportunity to participate in all programs, including pre-kindergarten, magnet, gifted and talented, career and technical education, arts, and athletics programs; Advanced Placement (AP) and International Baccalaureate (IB) courses; clubs; and honor societies.

#### Avoiding Unnecessary Segregation of English Learners

School districts generally may not segregate students on the basis of national origin or English Learner status. Although certain English Learner programs may be designed to require that English Learners receive separate instruction for a limited portion of the day or period of time, school districts and states are expected to carry out their chosen program in the least segregative manner consistent with achieving the program's stated educational goals.

#### Evaluating English Learners for Special Education and Providing Dual Services (EML and Special Education Services)

- English Learners with disabilities must be provided both the language assistance and disability-related services to which they are entitled under Federal law.
- English Learners who may have a disability, like all other students who may have a disability and may require services under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973, must be located, identified and evaluated for special education and disability-related services in a timely manner.
- To avoid inappropriately identifying English Learners as students with disabilities because of their limited English proficiency, English Learners must be evaluated in an appropriate language based on the student's needs and language skills.

- To ensure that an individualized plan for providing special education or disability-related services addresses the language-related needs of an English Learner with a disability, it is important that the team designing the plan include participants knowledgeable about that student's language needs.

#### Meeting the Needs of Students Who Opt Out of English Learner Programs or Particular Services

- All English Learners are entitled to services. Parents may, however, choose to opt their children out of a school district's English Learner program or out of particular English Learner services within an English Learner program.
- School districts may not recommend that parents opt out for any reason. Parents are entitled to guidance in a language that they can understand about their child's rights, the range of English Learner services that their child could receive, and the benefits of such services. School districts should appropriately document that the parent made a voluntary, informed decision to opt their child out.
- A school district must still take steps to provide opted-out English Learners with access to its educational programs, monitor their progress, and offer English Learner services again if a student is struggling.

#### Monitoring and Exiting English Learners from English Learner Programs and Services

- School districts must monitor the progress of all English Learners to ensure they achieve English language proficiency and acquire content knowledge within a reasonable period of time. Districts must annually administer a valid and reliable English language proficiency (ELP) assessment, in reading, writing, listening, and speaking, that is aligned to State ELP standards.
- An English Learners must not be exited from English Learner programs, services, or status until he or she demonstrates English proficiency on an ELP assessment in speaking, listening, reading, and writing.
- School districts must monitor the academic progress of former English Learners for at least four years to ensure that students have not been prematurely exited; any academic deficits they incurred resulting from the English Learner program have been remedied; and they are meaningfully participating in the district's educational programs comparable to their peers who were never English Learners (never-EL peers).

#### Evaluating the Effectiveness of a District's English Learner Program

- English Learner programs must be reasonably calculated to enable English Learners to attain English proficiency and meaningful participation in the standard educational program comparable to their never-EL peers.
- School districts must monitor and compare, over time, the academic performance of English Learners in the program and those who exited the program, relative to that of their never-EL peers.

- School districts must evaluate English Learner programs over time using accurate data to assess the educational performance of current and former English Learners in a comprehensive and reliable way, and must timely modify their programs when needed.

#### Ensuring Meaningful Communication with Limited English Proficient Parents

- LEP parents are entitled to meaningful communication in a language they can understand, such as through translated materials or a language interpreter, and to adequate notice of information about any program, service, or activity that is called to the attention of non-LEP parents.

## CALIFORNIA REQUIREMENTS

In addition to the federal requirements, California has also established state-level requirements focused on ensuring that English Learners:

- Acquire full proficiency in English as rapidly and effectively as possible and attain parity with native speakers of English.
- Within a reasonable period of time, achieve the same rigorous grade-level academic standards that are expected of all students.

In order to accomplish these goals, in California all English learners must be provided with designated and integrated English language development (ELD) instruction targeted to their English proficiency level and appropriate academic instruction in language acquisition program.

Currently, the English Language Proficiency Assessments for California (ELPAC) is the mandated state test for determining English language proficiency (ELP). It must be given to students whose primary language is one other than English. California and federal law require that local educational agencies administer a state test of ELP to eligible students in kindergarten-or year one of a two-year kindergarten program, also referred to as transitional kindergarten-through grade twelve. The ELPAC is aligned with the 2012 California English Language Development Standards and is comprised of two separate ELP assessments: The Initial ELPAC and the Summative ELPAC. Students receive an Overall score that falls into one of four levels. The test measures English skills in four domains: Listening, Speaking, Reading, and Writing. A child's performance in each domain is identified in one of three categories: "Beginning," "Somewhat/Moderately Developed," or "Well Developed."

ELPAC Level	What Students Can Typically Do at Each Level
LEVEL 4	<p>Students at this level have well developed English skills.</p> <ul style="list-style-type: none"> <li>• They can usually use English to learn new things in school and to interact in social situations.</li> <li>• They may occasionally need help using English.</li> </ul>
LEVEL 3	<p>Students at this level have moderately developed English skills.</p> <ul style="list-style-type: none"> <li>• They can sometimes use English to learn new things in school and to interact in social situations.</li> <li>• They may need help using English to communicate on less-familiar school topics and in less-familiar social situations.</li> </ul>
LEVEL 2	<p>Students at this level have somewhat developed English skills.</p> <ul style="list-style-type: none"> <li>• They usually need help using English to learn new things at school and to interact in social situations.</li> <li>• They can often use English for simple communication.</li> </ul>
LEVEL 1	<p>Students at this level are at a beginning stage of developing English skills.</p> <ul style="list-style-type: none"> <li>• They usually need substantial help using English to learn new things at school and to interact in social situations.</li> <li>• They may know some English words and phrases.</li> </ul>

The table below shows how the four ELPAC levels relate to the three proficiency levels described in the ELD Standards.

ELPAC Levels	Level 1	Level 2	Level 3	Level 4
ELD Standards Proficiency Levels	Emerging-Requires substantial linguistic support	Expanding-Requires moderate linguistic support	Bridging-Requires light linguistic support	

#### California Education for a Global Economy Initiative

This program, also known as Proposition 58, was passed by CA voters in November 2016 and will take effect on July 1, 2017. Its purpose is to for students to become proficient English and receive the highest level of education to ensure their success later in life. The proposition focuses on the incorporation of language acquisition programs, which are designed to help students become fluent in English as quickly as possible, which will lead to academic achievements in both English and their native language. Parents can now choose the language acquisition program that best suits their child and are more involved in the development and implementation of these programs. The initiative also offers native English-speaking students the opportunity to learn another language.

## PROTECTED STATUS

The obligation not to discriminate based on race, color, or national origin requires public schools to take affirmative steps to ensure that limited English proficient (LEP) students, now more commonly known as English Learners can meaningfully participate in educational programs and services, and to communicate information to LEP parents in a language they can understand.

Based on this provision, English Learners are a class of students who have legal protected status both at the federal and state level. This means that they are guaranteed certain "protections" or services that districts may not discontinue until English Learners have been officially reclassified. Even as reclassified students, however, English Learners still enjoy certain protections, such as monitoring of their academic status for four years and remedying of any academic lags or delays resulting during those four years.

## CA ENGLISH LEARNER ROADMAP POLICY<sup>64</sup>

In July 2017, the California State Board of Education adopted a historic new English Learner education policy, the English Learner Roadmap. The Roadmap offers a vision and direction for English Learner (EL) education that sets California on a new course that views the education of English Learners as a system-wide responsibility, recognizes the need to provide EL students with a rich and challenging curriculum from early childhood to grade 12, and respects the value of English Learners' primary language and culture. The Roadmap is not an additional policy but acts as an overarching connector that provides guidance on how disparate elements in California's existing English Learner education policies relate to each other in a coherent and comprehensive approach. When implemented in counties and school districts, the Roadmap holds promise of greater success for California's English Learners.

The California English Learner Roadmap vision and mission state:

English Learners fully and meaningfully access and participate in a 21<sup>st</sup> century education from early childhood through grade 12 that results in their attaining high levels of English proficiency, mastery of grade level standards, and opportunities to develop proficiency in multiple languages. California schools affirm, welcome, and respond to a diverse range of EL strengths, needs, and identities. California schools prepare graduates with the linguistic, academic, and social skills and competencies they require for college, career, and civic participation in a global, diverse, and multilingual world, thus ensuring a thriving future for California.

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<sup>64</sup> Appendix 8 provides a matrix showing the alignment of Oxnard MÁS to the California English Learner Roadmap Policy.

The Roadmap includes a set of four interrelated research-based principles to guide local educational agencies (LEAs) on a pathway toward meeting the goals of the mission and vision. The English Learner Roadmap is intended for use in local planning to promote local capacity building and continuous improvement efforts. Unlike previous policies that have laid out prescriptive mandates for discrete EL programs, the Roadmap provides guidance for every level of the school system (state, county, district, school, and early childhood education) to take responsibility for implementing and strengthening programs and services aligned to the research-based principles. These principles are intended to guide all levels of the system towards a coherent and aligned set of practices, services, relationships, and approaches to teaching and learning that together provide a powerful and effective 21st-century education for California's English Learners.

Underlying the EL Roadmap's systemic approach is the foundational understanding that simultaneously developing English Learners' linguistic and academic capacities is a shared responsibility of all educators, and that all levels of the schooling system have a role to play in ensuring the access and achievement of the 1.3 million English Learners who attend California schools.

The four principles are:

- Assets-Oriented and Needs-Responsive Schools
- Intellectual Quality of Instruction and Meaningful Access
- System Conditions to Support Effectiveness
- Alignment and Articulation within and across Systems

These principles are research- and values-based. They build upon and connect to the foundation of numerous other policies and guidance documents including the California English Language Arts/English Language Development Framework, the State Superintendent's Blueprint for Great Schools 1.0 and 2.0, the Seal of Biliteracy, Proposition 58 (Education for a Global Economy) legislation, foundational legal precedents, and other state policy and guidance documents.

The English Learner Roadmap is a major shift for California schools. Recognizing these shifts is important as LEAs reorient programs and services:



FROM Old Policy and Current Practice	TO New California EL Roadmap Policy
Prescriptive, mandate-driven, compliance focus on exactly what schools need to do	Setting a vision and mission for California schools, with research-based principles to guide local planning and continuous improvement
K-12 system focus	Explicit recognition of early childhood education as a crucial part of the system
English Learners as a Title III issue, or isolated compliance issue-the responsibility of ELD teachers and EL specialists	English Learners as central to practice, woven throughout the LCAP-everyone's responsibility
Focus on English proficiency only	Focus on English proficiency plus proficiency in multiple languages-and recognition of the role of home language in supporting English and overall literacy
One-size-fits-all programs and approaches	Responsive to diverse EL needs
College and career readiness as goal	College and career readiness AND preparation for civic participation in a global, diverse, multilingual 21 <sup>st</sup> century world
Focus on lack of English proficiency, i.e., what students don't have and deficiency orientation	Value and build on the linguistic and cultural assets students bring using a culturally responsive curriculum and instruction
No mention of the school climate, or of commitment of schools to be welcoming, safe, and inclusive of English Learners	Focus on safe, affirming, and welcoming school climate and culture
ELD as where/how English Learners develop English proficiency	Language development in and through content, integrated across the curriculum (Integrated ELD) along with Designated ELD
Structured English Immersion as default program	English Learners have choice of research-based language acquisition programs-including options for developing proficiency in multiple languages
No focus on knowledge and skills of leadership and administrators regarding English Learners	Explicit commitment to leadership knowledgeable of and responsive to English Learners

## FEDERAL PROGRAM MONITORING (FPM)

The following table identifies the FPM items that need to be addressed in order for EML pathways/programs to be considered compliant with state and federal law/regulations.

### I. INVOLVEMENT

SECTION	ITEM
EL 01: English Learner Advisory Committee (ELAC): A school site with 21 or more English learners (ELs) must have a functioning ELAC that meets the following requirements: a) Parent members are elected by parents or guardians of ELs.	1.1 A school may designate an existing school-level advisory committee, or subcommittee of such advisory committee, to fulfill the legal responsibilities of ELAC, if the advisory body meets the criteria in paragraph "b", above. (EC Section 52176(b); 5 CCR Section 11308(d))
	1.2 Each ELAC has the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC) or participants in a proportionate



<ul style="list-style-type: none"> <li>b) Parents of ELs constitute at least the same percentage of the committee membership as their children represent of the student body.</li> <li>c) The ELAC shall be responsible for assisting in the development of the schoolwide needs assessment and ways to make parents aware of the importance of regular school attendance.</li> <li>d) The ELAC shall advise the principal and staff in the development of a site plan for ELs and submit the plan to the school site council for consideration for inclusion in the School Plan for Student Achievement (SPSA).</li> <li>e) The ELAC receives training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal responsibilities.</li> <li>f) (California Education Code [EC] sections 52176[b], 62002.5; Title 5, California Code of Regulations [5 CCR] Section 11308)</li> </ul>	<p>regional representation scheme when there are 31 or more ELACs in the local educational agency (LEA). (5 CCR Section 11308[b])</p>
<p>EL 02: District English Learner Advisory Committee–DELAC: Each LEA with 51 or more ELs must form a DELAC unless the district designates for this purpose a subcommittee of an existing districtwide advisory committee. Parents or guardians, or both, of pupils of limited English proficiency who are not employed by the district shall constitute a majority of the DELAC. (EC sections 52176[a], 62002.5; 5 CCR Section 11308)</p>	<p>2.1 The DELAC shall advise the school district governing board of all of the following tasks:</p> <ul style="list-style-type: none"> <li>a) Development of an LEA master plan, including policies, per the State Board of Education (SBE) EL Roadmap Policy, guiding consistent implementation of EL educational programs and services that takes into consideration the SPSAs.</li> <li>b) Conducting of an LEA-wide needs assessment on a school-by-school basis.</li> <li>c) Establishment of LEA program, goals, and objectives for programs and services for ELs per the SBE-adopted EL Roadmap Policy.</li> <li>d) Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements.</li> <li>e) Review and comment on the LEA's reclassification procedures.</li> <li>f) Review and comment on the written notifications required to be sent to parents and guardians. (5 CCR Section 11308)</li> </ul>

	<p>g) Under the local control funding formula, LEAs with at least 50 ELs and whose total enrollment includes at least 15 percent ELs must establish a DELAC, and that DELAC must carry out specific responsibilities related to the Local Control and Accountability Plan (LCAP), including providing input regarding the LEA's existing language acquisition programs and language programs, and, where possible, the establishment of other such programs. If the DELAC acts as the ELAC under EC sections 52063(b)(1) and 52062(a)(2), the DELAC shall also review and comment on the development or annual update of the LCAP. (5 CCR Section 11301)</p>
	<p>2.2 Each LEA must provide appropriate training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal advisory responsibilities. (5 CCR Section 11308[d])</p>
	<p>2.3 The consolidated application must also include certifications by appropriate district advisory committees, including the DELAC, that the application was developed with review and advice of those committees. (EC Section 64000[c])</p>

## II. GOVERNANCE & ADMINISTRATION

SECTION	ITEM
<p>EL 03: English Learner Identification &amp; Assessment: Each LEA must properly identify and assess all students who have a home language other than English. (20 United States Code [U.S.C.] 6823[b][2]; EC sections 313, 60810)</p>	<p>3.1 At or before the time of a student's initial California enrollment, an LEA shall conduct, in writing, a home language survey (HLS) to identify whether the primary or native language of the student is a language other than English. (20 U.S.C. 6823[b][2]; 5 CCR Section 11518.5[a])</p>
	<p>3.2 If a parent or guardian HLS response indicates a primary or native language other than English, and the LEA determines the student is eligible for initial assessment, the LEA shall promptly notify the parent or guardian, in writing, prior to the administration of the English Language Proficiency Assessments for California (ELPAC) initial assessment. (20 U.S.C. 6823[b][2]; 5 CCR Section 11518.5[c])</p>
	<p>3.3 The LEA shall administer the ELPAC initial assessment to each student eligible for the initial assessment, locally produce the official score in accordance with the directions of the test contractor, and notify the parent or guardian, in writing, of the results of the initial</p>

	<p>assessment within 30 calendar days after the student's initial date of California enrollment. (20 U.S.C. 6823[b][2]; EC Section 313; 5 CCR Section 11518.5[d])</p>
	<p>3.4 Each LEA must annually assess the English language proficiency (ELP) and academic progress of each EL. An LEA shall administer the ELPAC summative assessment during the annual summative assessment window. (20 U.S.C. sections 6311[b][2][G], 6823[b][3][B]; EC sections 313, 60810; 5 CCR sections 11306, 11518.15[a])</p>
	<p>3.5 When administering an initial or summative ELPAC assessment to a pupil with a disability, the LEA shall provide designated supports or accommodations, in accordance with the pupil's individualized education program (IEP) or Section 504 plan. When a pupil's IEP or Section 504 plan specifies that the pupil has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the pupil shall be assessed in the remaining domains in which it is possible to assess the pupil. (5 CCR Section 11518.25)</p>
	<p>3.6 When a pupil's IEP team determines that the pupil has a significant cognitive disability such that the pupil is unable to participate in the initial or summative assessment, or a section of either test, even with resources, the pupil shall be assessed as specified in the pupil's IEP. (5 CCR Section 11518.30)</p>
<p>EL 04: Implement, Monitor, &amp; Revise Title III Plan: Each LEA and consortium receiving Title III funds must annually update, implement, and monitor a Title III plan for the use of funds in a subgrant year.</p>	<p>4.1 The LEA or consortium receiving Title III funds must use these supplemental funds to implement effective approaches and methodologies for teaching EL students and immigrant children and youth. Each LEA must use Title III funds to:</p> <ul style="list-style-type: none"> <li>a) Increase the ELP of EL students by providing effective language instruction educational programs that meet the needs of EL students and demonstrate success in increasing: <ul style="list-style-type: none"> <li>i. ELP; and</li> <li>ii. Student Academic Achievement; (20 U.S.C. Section 6825[c][1][A-B])</li> </ul> </li> </ul>

	<p>b) Provide effective professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals and other school leaders, administrators, and other school or community-based organizational personnel, that is:</p> <ul style="list-style-type: none"> <li>i. Designed to improve the instruction and assessment of EL students;</li> <li>ii. Designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for EL students;</li> <li>iii. Effective in increasing children's ELP or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers; and</li> <li>iv. Of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom, except that this subparagraph shall not apply to an activity that is one component of a long-term, comprehensive professional development plan established by a teacher and the teacher's supervisor based on an assessment of the needs of the teacher, the supervisor, the students of the teacher and any LEA employing the teacher, as appropriate. (20 U.S.C. Section 6825[c][2][A-D])</li> </ul> <p>c) Provide and implement other effective activities and strategies that enhance or supplement language instruction educational programs for EL students, which:</p> <ul style="list-style-type: none"> <li>i. Shall include parent, family, and community engagement activities; and</li> <li>ii. May include strategies that serve to coordinate and align related programs. (20 U.S.C Section 6825[c][3][A-B])</li> </ul> <p>4.2 Authorized subgrantee activities may use funds by undertaking one or more of the following activities:</p> <ul style="list-style-type: none"> <li>a) Upgrading effective EL instructional strategies; (20 U.S.C. Section 6825[d][1])</li> </ul>
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	<ul style="list-style-type: none"> <li>b) Improving EL instructional programs through supplemental curricula, instructional materials, educational software, and assessment procedures; (20 U.S.C. Section 6825[d][2])</li> <li>c) Providing to EL students:             <ul style="list-style-type: none"> <li>i. Tutorials and academic or career and technical education; and</li> <li>ii. Intensified instruction, which may include materials in a language that the student can understand, interpreters, and translators. (20 U.S.C. Section 6825[d][3])</li> </ul> </li> <li>d) Developing and implementing effective preschool, elementary, or secondary school language instruction programs coordinated with other relevant programs and services; (20 U.S.C. Section 6825[d][4])</li> <li>e) Improving the ELP and academic achievement of EL students; (20 U.S.C. Section 6825[d][5])</li> <li>f) Providing community participation programs, family literacy services, parent and family outreach, and training activities to EL students and their families to:             <ul style="list-style-type: none"> <li>i. Improve the English language skills of EL students; and</li> <li>ii. Assist parents and families in helping their children to improve their academic achievement and become active participants in the education of their children. (20 U.S.C. Section 6825[d][6][A-B])</li> </ul> </li> <li>g) Improving the instruction of EL students, which may include EL students with a disability, by providing:             <ul style="list-style-type: none"> <li>i. The acquisition or development of educational technology or instructional materials;</li> <li>ii. Access to, and participation in, electronic networks for materials, training, and communication;</li> <li>iii. Incorporation of resources into curricula and programs; and (20 U.S.C. Section 6825[d][7][A-C])</li> </ul> </li> <li>h) Offering early college high school or dual or concurrent enrollment programs to help EL students achieve success in post-secondary education. (20 U.S.C. Section 6825[d][8])</li> <li>i) Carrying out other activities that are consistent with the purposes of this section. (20 U.S.C. Section 6825[d][9])</li> </ul>
	4.3 Immigrant children and youth means individuals who:

	<ul style="list-style-type: none"> <li>a) Are aged 3 through 21;</li> <li>b) Were not born in any U.S. State; and</li> <li>c) Have not been attending one or more schools in any one or more U.S. State for more than three full academic years. (20 U.S.C. Section 7011(f))</li> </ul> <p>4.4 Each LEA receiving Title III Immigrant funds must provide enhanced instructional opportunities for immigrant children and youth, which may include:</p> <ul style="list-style-type: none"> <li>a) Family literacy, parent and family outreach, and training activities for parents and families;</li> <li>b) Recruitment of and support for personnel, including teachers and paraprofessionals, who have been trained, or are being trained, to provide services to immigrant children and youth;</li> <li>c) Provision of tutorials, mentoring, and academic or career counseling;</li> <li>d) Identification, development, and acquisition of curricular materials, educational software, and technologies;</li> <li>e) Basic instructional services directly attributable to the presence of immigrant children and youth in the LEA, including payment of costs of additional classroom supplies, transportation, or other attributable services;</li> <li>f) Instructional services designed to assist the achievement of immigrant children and youth in United States schools, such as programs of introduction to the educational system and civics education; and</li> <li>g) Activities, coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to offer comprehensive community services to parents and families of immigrant children.</li> </ul> <p>(20 U.S.C. Section 6825(e)(1)(A-G))</p>
<p>EL 05: Program Inclusion in the SPSA: The EL program must be included in the development of the SPSA. (EC Section 64001(c))</p>	<p>5.1 The development of the SPSA shall include the following actions:</p> <ul style="list-style-type: none"> <li>a) The administration of a comprehensive needs assessment with an analysis of academic performance and language development data, that includes a determination of EL student and program needs. (EC Section 64001(g)(2)(A))</li> <li>b) Identification of the process for annually evaluating and monitoring implementation and progress toward accomplishing program goals identified in the SPSA, including those which address the needs of EL</li> </ul>

	<p>students not meeting or at risk of not meeting challenging state academic content standards. (20 U.S.C. 6314[b][6]; 34 Code of Federal Regulations [CFR] Section 200.25[a]; EC Section 64001[g][2][B])</p>
	<p>5.2 An approved SPSA must contain:</p> <ul style="list-style-type: none"> <li>a) Goals to improve student outcomes, identified through the needs assessment, including those which address the academic and language proficiency needs of EL students. (EC Section 64001[g][3][A])</li> <li>b) Evidence-based strategies, actions, or services to reach goals. (EC Section 64001[g][3][B])</li> <li>c) Proposed expenditures based on the projected resource allocation from the governing board or body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resources inequities, which may include a review of the LEAs budgeting, its SPSA-related portion of the LCAP, and school-level budgeting, if applicable. (EC Section 64001[g][3][C])</li> </ul>
	<p>5.3 The SPSA shall be reviewed and updated annually, and approved by the local governing board whenever there are material changes to the plan. (EC Section 64001[i])</p>
<p>EL 06: Title III Inventory: For all categorical programs, each LEA must maintain a historical inventory record for each piece of equipment with an acquisition cost of more than \$500 per unit that is purchased with Title III funds. The record must describe the acquisition by:</p> <ul style="list-style-type: none"> <li>a) Type/description;</li> <li>b) Model/name;</li> <li>c) Serial/identification number;</li> <li>d) Funding source;</li> <li>e) Acquisition date;</li> <li>f) Original Cost;</li> <li>g) Location and use;</li> <li>h) Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;</li> </ul>	<p>6.1 Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity. (2 CFR Section 200.439[b][2])</p> <p>6.2 Equipment purchased with a fair market value in excess of \$5,000 may be retained, sold, or disposed of with written approval of the Federal awarding agency or pass-through entity. Equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency or pass-through entity. (2 CFR Section 200.313[e][1]-[4])</p> <p>6.3 Each LEA must have conducted a physical check of the inventory of equipment within the past two years and reconciled the results with inventory records. (2 CFR Section 200.313[d][2])</p>



<p>i) Title holder; j) Current condition; and k) Transfer, replacement, or disposition of obsolete or unusable equipment.</p> <p>(2 CFR Section 200.313[d][1]); EC Section 35168; 5 CCR Section 3946)</p>	
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### III. FUNDING

SECTION	ITEM
<p>EL 07: Supplement, Not Supplant with Title III: General fund resources must be used to provide services and programs for ELs, including ELD and access to the standard instructional program. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds. (EC sections 300, 305[a])</p>	<p>7.1 Each LEA must use Title III funds only to supplement, not supplant federal, state, and local public funds that, in the absence of such availability, would have been expended for programs for ELs and immigrant children and youth and in no case to supplant such federal, state, and local public funds. (20 U.S.C. Section 6825[g])</p>
	<p>7.2 The LEA shall ensure that costs charged to the program(s) under Title III are reasonable, necessary, and allocable in accordance with applicable statutes, regulations, and program plan(s). (2 CFR 200.403 - 200.405)</p>
	<p>7.3 Each LEA must use no less than 98 percent of Title III EL apportionments on direct services to ELs and may not use more than 2 percent of such funds for the cost of administration of this program for a fiscal year. (20 U.S.C. Section 6825[b])</p>
<p>EL 08: Time and Effort Requirements: The LEA must properly charge and document allowable salaries and wages that are reasonable and necessary in accordance with applicable Title III program requirements and federal accounting requirements. (2 CFR sections 200.302, 200.303, 200.430[a] and [i])</p>	



#### IV. STANDARDS, ASSESSMENT, & ACCOUNTABILITY

SECTION	ITEM
<p>EL 09: Evaluation of Title III–Funded Programs and Services: Each LEA must evaluate all services and programs funded by Title III to determine the effectiveness of those activities. (20 U.S.C. Section 6841)</p>	<p>9.1 Each such LEA receiving Title III funds must provide a program evaluation report that includes:</p> <ul style="list-style-type: none"> <li>a) A description of the programs and activities conducted with Title III funds, including how such programs and activities supplemented programs funded primarily with state or local funds;</li> <li>b) The number and percentage of EL students making progress toward attaining English language proficiency, including EL students with a disability;</li> <li>c) The number and percentage of EL students attaining English language proficiency based on the SBE–approved ELPAC overall score of 4;</li> <li>d) The number and percentage of EL students reclassified each school year;</li> <li>e) The number and percentage of students reclassified to fluent English proficient (RFEP) that are meeting state grade–level content standards during each of the four years after reclassification, including EL students with a disability;</li> <li>f) The number and percentage of LTEL students and their date of first enrollment at the LEA or charter;</li> <li>g) Analytical findings on the effectiveness of Title III–funded services and programs;</li> <li>h) Next steps for program improvement based on the analysis of findings of program effectiveness in (g).</li> </ul> <p>(20 U.S.C. Section 6841[a][1–7])</p>
<p>EL 10: Reclassification: Each LEA must reclassify English Learners to proficient in English by using a process and criteria that includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>a) Assessment of ELP (EC Section 313[f][1]; 5 CCR Section 11303[a])</li> <li>b) Teacher evaluation that includes, but is not limited to, the student's academic performance. The term "teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching</li> </ul>	<p>10.1 Regardless of the physical form of such record and to ensure transfer of documentation, each LEA must maintain the following in the student's permanent record:</p> <ul style="list-style-type: none"> <li>a) Language and academic performance assessments;</li> <li>b) Participants in the reclassification process; and</li> <li>c) Any decisions regarding reclassification. (5 CCR Section 11305)</li> </ul> <p>10.2 Each LEA must monitor the progress of reclassified pupils for a minimum of four years to ensure correct classification, placement, and additional academic support, as needed. (20 U.S.C. Section 6841[a][4][5]; 5 CCR Section 11304)</p>

<p>or placement decisions of the student. (EC Section 313[f][2]; 5 CCR Section 11303[b])</p> <p>c) Opportunities for parent opinion, consultation, and involvement during the reclassification process. (EC Section 313[f][3]; 5 CCR Section 11303[c])</p> <p>d) Comparison of student's performance in basic skills against an empirically established range of performance in basic skills, based upon the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. (EC Section 313[f][4]; 5 CCR sections 11302, 11303[d])</p>	
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## V. STAFFING & PROFESSIONAL DEVELOPMENT

SECTION	ITEM
<p>EL 11: Teacher EL Authorization: Teachers assigned to provide ELD and instruction in subject matter courses in which ELs are enrolled must have the appropriate authorizations and be fluent in English. (20 U.S.C. Section 6826 [c]; EC sections 44253.1, 44253.2, 44253.3, 44253.4, 44253.5, 44253.6, 44253.7, 44253.10; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1012-1013; 5 CCR Section 11309[c][2])</p>	
<p>EL 12: Professional Development Specific to English Learners: Each LEA must provide sufficient professional development (PD) to effectively implement the LEA's EL program. (5 CCR</p>	<p>12.1 PD is provided to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel, that is:</p> <p>a) Designed to improve the instruction and assessment of ELs;</p>

<p>11309(c)(2); Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1012-1013)</p>	<ul style="list-style-type: none"> <li>b) Designed to enhance the ability of teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for ELs;</li> <li>c) Effective in increasing the student's English language proficiency or substantially increasing the teacher's subject matter knowledge, teaching knowledge, and teaching skills as demonstrated through classroom observation; and</li> <li>d) Of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teacher's performance in the classroom.</li> </ul> <p>(20 U.S.C. Section 6825[c][2][A-D])</p>
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## VI. OPPORTUNITY & EQUAL EDUCATIONAL ACCESS

SECTION	ITEM
<p>EL 13: Program Options and Parent Choice: School districts and county offices of education must, at a minimum, provide ELs with a structured English immersion (SEI) program. SEI programs provide nearly all classroom instruction in English, but with curriculum and a presentation designed for students who are learning English. (EC sections 305[a][2], 306[c][3])</p>	<p>13.1 Parents or legal guardians of students enrolled in the school may choose a language acquisition program that best suits their child. "Language acquisition program" refers to educational programs designed for English learners to ensure English acquisition as rapidly and as effectively as possible. Such programs must include instruction on the state-adopted academic content standards, including the ELD standards. Language acquisition programs shall be informed by research and must lead to grade level proficiency and academic achievement in both English and another language. (EC sections 306[c], 310[a]; 5 CCR sections 11300[d], 11309[c])</p> <p>13.2 The annual notice of parent and guardian rights and responsibilities shall also notify parents of the language acquisition and language programs available in the LEA. The annual notice must be distributed as required by EC sections 48980 and 48981. Parents of all pupils enrolling in an LEA after the beginning of the academic school year shall be provided the notice of rights and responsibilities described above upon enrollment. The annual notice of parent and guardian rights and responsibilities shall include all of the following:</p> <ul style="list-style-type: none"> <li>a) A description of any language acquisition programs provided, including Structured English Immersion;</li> <li>b) Identification of any language to be taught in addition to English, when the program model includes instruction in another language;</li> </ul>

	<p>c) The information set forth in section 5 CCR Section 11309[c];</p> <p>d) The process to request establishment of a language acquisition program</p> <p>e) If the LEA offers language programs, the notice shall specify the language(s) to be taught, and may include the program goals, methodology used, and evidence of the proposed program's effectiveness. (EC sections 305, 306, 310, 48980, 48981, and 5 CCR Section 11310; 20 U.S.C. sections 1703[f], 6311 and 6318)</p>
	<p>13.3 Schools in which parents or legal guardians of 30 students or more per school, or the parents or legal guardians of 20 students or more in any grade request a language acquisition program designed to provide language instruction must be required to offer such program to the extent possible. (EC Section 310[a])</p>
	<p>13.4 When the parents of 30 pupils or more are enrolled in a school, or when the parents of 20 pupils or more in the same grade level are enrolled in a school, request the same or substantially similar type of a language acquisition program, the LEA shall respond by taking actions to demonstrate the timelines and requirements in 5 CCR Section 11311[h] are met by the LEA.</p>
	<p>13.5 In the case where the LEA determines it is not possible to implement a language acquisition program requested by parents, the LEA shall provide in written form an explanation of the reason(s) the program cannot be provided and may offer an alternate option that can be implemented at the school. (5 CCR Section 11311[h][3][B])</p>

## VII. TEACHING & LEARNING

SECTION	ITEM
<p>EL 14: ELD: As part of the standard instructional program provided through general funds, all identified ELs must receive a program of ELD instruction, which shall include designated and integrated ELD.</p> <p>a) Designated ELD means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted ELD standards to assist English</p>	<p>14.1 ELD instruction must be designed for ELs to develop proficiency in English as rapidly and effectively as possible and to meet state priorities. (20 U.S.C. Section 6825 [c][1][A], EC sections 305, 306, 310; 5 CCR sections 11300 [a] and [c], 11309; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989)</p> <p>14.2 Each LEA must take appropriate action to overcome language barriers that impede equal participation by students in instructional programs. Title III funds shall be used to supplement the standard instructional ELD program. (20 U.S.C. sections 1703 [f], 6825 [c][1][A]; F sections 300, 305, 306, 310; 5 CCR sections 11302[a], 11309; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989)</p>

<p>learners to develop critical English language skills necessary for academic content learning in English. (5 CCR Section 11300 [a])</p> <p>b) Integrated ELD means instruction in which the state-adopted ELD standards are used in tandem with the state-adopted academic content standards. Integrated ELD includes specially designed academic instruction in English. (5 CCR Section 11300 [c])</p>	<p>14.3 ELD must be based on sound educational theory, implemented effectively with adequate resources and personnel, and evaluated for its effectiveness in overcoming language barriers. (20 U.S.C. Section 1703 [f]; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989,1009-1010; 5 CCR Section 11309)</p>
<p>EL 15: Access to Standard Instructional Program: Academic instruction for ELs in grades TK-12 must be designed and implemented to ensure that ELs meet the LEA's content and performance standards for their respective grade levels within a reasonable amount of time. Academic instruction may be facilitated by the SBE EL Roadmap policy.</p>	<p>15.1 Each LEA must ensure that ELs in middle and high school are not denied participation in the standard instructional program, meaning they cannot be denied any of the following:</p> <ul style="list-style-type: none"> <li>a) Enrollment in the standard instructional program, which, at a minimum, consists of: <ul style="list-style-type: none"> <li>i. Core curriculum courses (reading/language arts, mathematics, science, and history/social science),</li> <li>ii. Courses required to meet state and local high school graduation requirements, and</li> <li>iii. Courses required for middle school grade promotion;</li> </ul> </li> <li>b) Enrollment in the standard instructional program, which, at a minimum, consists of: <ul style="list-style-type: none"> <li>i. Enrollment in a full course load of courses that are part of the standard instructional program, and</li> <li>ii. Enrollment in courses that are not part of the standard instructional program but either meet the subject matter requirements for purposes of recognition for college admissions, or are advanced courses, such as honors or advanced placement courses.</li> </ul> </li> </ul>
	<p>15.2 Each LEA must monitor student academic progress and provide additional and appropriate educational services to ELs in grades TK-12 for the purposes of overcoming language barriers in each subject matter. Actions to overcome content academic barriers must be taken before the deficits become irreparable. (20 U.S.C. sections 1703 [f], 6825 [c][1][B]; EC sections 305[a][2], 310, 33126, 60811.8; 5 CCR Section 11302[b]; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989)</p>

## APPENDIX 8

# OXNARD MÁS/CALIFORNIA EL ROADMAP POLICY CROSS WALK

### ENGLISH LEARNER ROADMAP PRINCIPLE #1: CREATING ASSETS-ORIENTED AND STUDENT RESPONSIVE SCHOOLS.

#### Principle 1A - Language and Culture as Assets

The languages and cultures ELs bring to their education are assets for their own learning and are important contributions to our learning communities. These assets are valued and built upon in culturally responsive curriculum and instruction and in programs that support, wherever possible, the development of proficiency in multiple languages.

#### OXNARD MÁS ELEMENTS

##### LANGUAGE AND CULTURAL ESSENTIALS OF THE EML MASTER PLAN

Values and Supporting Principles regarding language and cultural assets (p. 47).

This EML master plan adopts assets-based approaches that are culturally and linguistically sustaining to help all our EMLs develop and perform at high levels. (aligned principles with Oxnard SD's Standards for Excellence) (p. 16).

Achievement/Performance, Multilingualism, & Global/Sociocultural Competence. We believe our EMLs' potential is unlimited. They are fully capable of achieving and performing at high levels academically and of developing high levels of multilingualism and global/sociocultural competency. These competencies are individual, community, national, and global assets (p. 13).

Expanded Mindset: Asset Orientation- Oxnard MÁS requires that we move from a deficit orientation to an asset orientation that facilitates and supports students' learning (pp. 24 - 25).

##### BUILDING ON ASSETS AND ASPIRATION (p. 32)

Expanding Biliteracy/Dual Language Education (p. 33)

The biliteracy/dual language education programs are a cornerstone of the district's focus on implementing and protecting powerful additive programs that have a strong research base and evidence related to their potential for dramatically improving student achievement and then sustaining that achievement over time, even beyond the time that students are participating in those programs.

#### NOTES/COMMENTS

The Language We Use (p. 28)

Oxnard School District has made a commitment to moving from a deficit approach to a strengths or asset approach. Rather than starting with what students don't know, OSD starts by considering students' strengths, assets, and potentials. In line with this, OSD is moving from the use of the term ENGLISH LEARNER, which describes these students in terms of what they don't yet know, to the use of the new term EMERGENT MULTILINGUAL LEARNER, which focuses on our students' potential achievement of becoming proficient in two or more languages.

#### Principle 1B – No Single EL Profile

Recognizing that there is no single EL profile and no one-size approach that works for all, programs, curriculum, and instruction are responsive to different EL student characteristics and experiences.

#### OXNARD MÁS ELEMENTS

SERVICES FOR EMERGENT MULTILINGUAL LEARNERS (p. 96)

Services by EML Typology:

Newly Arrived EMLs with Adequate Formal Schooling (pp. 121-122)

Newly Arrived EMLs with Inadequate/Interrupted Formal Schooling (p. 122)

Long Term EML commonly known as Long-Term English Learners (LTELs) are EMLs who have not met reclassification academic or language requirements after five years (p. 123).

At-risk of becoming Long Term EML have been in U.S. schools for 4 to 5 years in any of grades 3 to 12, but have not met reclassification academic or language requirements (p. 123).

Special Needs EMLs will also fit into an EML typology listed above (p. 149).

Success markers for EML Success (p. 221)



## NOTES/COMMENTS

Within each EML typology, unique characteristics occur for each student. Within each language program, EMLs' and English Dominants' language and academic needs vary.

Student success is defined through competencies (Markers) in OSD's Learner Profile: innovator, problem solver, achiever, global thinker, collaborator, digital learner, and focused on the future (p. 14 and p. 221).

Mastery of the OSD Student Profile Elements: a. Multilingual Proficiency (Home/Target Language and English) (p. 184).  
b. Academic Engagement and Success, Including Preparation for College/Career c. Multicultural/Global Competency d. Social-Emotional Health, Including Agency, Self-Confidence, Identity, and Voice

## Principle 1C – School Climate

School climates and campuses are affirming, inclusive, and safe.

### OXNARD MÁS ELEMENTS

Values and Supporting Principles (p. 14)

Value 2: Safe & Affirming Environments: We believe that physically, social-emotionally, linguistically, and culturally SAFE & AFFIRMING ENVIRONMENTS are essential to our diverse EMLs' full affective, academic/cognitive, linguistic, social-emotional, and creative development (p. 15). Supporting Principles to Safe and Affirming Environments:

- Safe, affirming, and embracing schools and classrooms supporting EMLs.
- Support EMLs, their families, and school staff in fully developing their multiple identities and building their voice and agency.
- Uncover and make visible the strengths that EMLs and their families bring into the classroom and the school communities.
- Adopt assets-based approaches that are culturally and linguistically sustaining to help all our EMLs develop and perform at high levels (p. 16).



STRATEGIC GOAL 2 – LEARNING ENVIRONMENT & SCHOOL CLIMATE:

Create and maintain safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments of high intellectual performance across all content areas and in all areas needed for 21st century success (p. 22).

NOTES/COMMENTS

Oxnard MÁS is aligned with OSD's strategic plan, EMPOWERS. They both build on their school climate value, creating a safe and affirming environment. The four supporting principles provide guidelines to create safe and affirming school and classroom environments.

Principle 1D – Family & School Partnerships

Schools value and build strong family and school partnerships.

**OXNARD MÁS ELEMENTS**

Finding on Family/Community Alliances for Student Success: The district has invested significantly in supportive infrastructure in this area with dedicated staff assigned. There are well-established Latino and EML family/community engagement protocols and processes, and there's an emerging focus on inclusion and growing the leadership of African American and Mixteco families/communities (p. 20).

STRATEGIC GOAL 2 – LEARNING ENVIRONMENT & SCHOOL CLIMATE (p. 20)

STRATEGIC GOAL 4 – FAMILY/COMMUNITY ALLIANCES FOR STUDENT SUCCESS:

Create and grow family and community alliances focused strategically on their collaborative leadership role in supporting and promoting student success for all EMLs, as defined by the Oxnard Learner Profile (p. 22).

Provide training to parent and community/business leaders on how to build effective and sustainable alliances (p. 89).

Provide training and support to EML parents to expand and enhance their technological skills and access to resources (p. 90).

APPENDIX 15: COMMUNITY OUTREACH AND ENGAGEMENT (p. 335)

**NOTES/COMMENTS**

The DELAC was involved with the development of Oxnard MÁS (pp.188-196).

Appendix 15: Community Outreach and Engagement is committed to working proactively to promote positive, productive, and empowering working relationships with its community. Karen Mapp's Dual Capacity-Building Framework for Family/School Partnerships provides a framework for thinking about and designing systems to support parent, family, and community engagement by creating collaborative and coordinated systems for family and community engagement (p. 355).

**Principle 1E – English Learners with Disabilities**

Schools and districts develop a collaborative framework for identifying English learners with disabilities and use valid assessment practices. Schools and districts develop appropriate individualized education programs (IEPs) that support culturally and linguistically inclusive practices, and provide appropriate training to teachers, thus leveraging expertise specific to English learners. The IEP addresses academic goals that take into account student language development, as called for in state and national policy recommendations.

**OXNARD MÁS ELEMENTS**

EXPANDED MINDSET DIMENSION #5: ACTIVATING STUDENTS' MULTILINGUAL REPERTOIRES includes special needs EMLs (p. 64).

**ELD FOR EMLs WITH DISABILITIES**

EMLs with an IEP will receive Designated and Integrated ELD instruction from either the general education or special education teacher, and this decision will be made by the IP team. Bilingual Instructional Assistants may be assigned to the program to provide direct support to EMLs with an IEP (p. 143).

(Note 33) APPENDIX 10 contains more detailed information relating to EMLs who also qualify for specialized services such as Special Education

Evaluating Emergent Multilingual Learners for Special Education and Providing Dual Services: Emergent Multilingual Learners with disabilities must be provided both the language assistance and disability-related services to which they

are entitled under Federal law. Special needs EMLs must be located, identified and evaluated for special education and disability-related services in a timely manner (p. 266).

To avoid inappropriately identifying Emergent Multilingual Learners as students with disabilities because of their limited English proficiency, Emergent Multilingual Learners must be evaluated in an appropriate language based on the student's needs and language skills (p. 266).

SPECIAL EDUCATION SERVICES (p. 306)

#### NOTES/COMMENTS

Collier & Thomas study reveals that EMLs including special needs EMLs succeed more in multilingual programs (pp. 98-99).

The district is comprised of 21 schools, including San Miguel Preschool, which serves students with Special Education needs (p. 325/328).

## ENGLISH LEARNER ROADMAP PRINCIPLE #2: SUPPORTING PROGRAMS AND PRACTICES THAT PROVIDE INTELLECTUAL RIGOR AND MEANINGFUL ACCESS FOR ENGLISH LEARNERS.

### Principle 2A - Integrated ELD

Language development occurs in and through content and is integrated across the curriculum, including integrated ELD and designated content-based ELD (per ELA/ELD Framework).

## OXNARD MÁS ELEMENTS

### ENGLISH LANGUAGE DEVELOPMENT

1. Integrated ELD is taught throughout the day and across disciplines. All teachers with EMLs in their classrooms use the CA ELD Standards in tandem with the focal CA CCSS for ELA/Literacy and other content standards (p. 131).
2. Designated ELD is a protected time during the regular school day, in which teachers use the California ELD Standards as the focal standards to build into and from content instruction in order to develop critical language skills EMLs need based on their language proficiency levels (p. 131).

Discussion on Designated ELD (p. 132)

Mandatory Time for Designated ELD Instruction:

- TK-K: 30 minutes per day
- 1-5: 45 minutes per day
- 6-8: One period daily in addition to grade-level core English Language Arts for students who are at ELPAC Emerging and Expanding Levels). For ELPAC Bridging - Daily ELD, leveled and specialized according to students' English proficiency level; ELD may be a designated part of their English Language Arts class as well as through AVID Excel elective.
- Newcomer Program
  - ✓ Grades 3-5: 45 minutes for 2 instructional blocks, including U.S. culture, history and schooling \*ELD is consistently implemented and designed to promote second language acquisition of listening, speaking, reading and writing, as well as integrated.
  - ✓ Grades 6-8: 1 period daily of Designated ELD instruction at the student's English proficiency level (pp. 134-135).

Integrated English Language Development (p. 137)

NOTES/COMMENTS

California recognizes that EMLs in transitional kindergarten through grade twelve have a double curricular load: They must become proficient in academic English, and they must learn the same rigorous academic content required of all students in California. . . . Therefore, EMLs are provided support for academic language development in core content courses (integrated ELD) and specialized support (designated ELD) for English language development. (ELA/ELD Framework, p. 10).

Designated ELD and Integrated ELD are based on three interrelated areas of comprehensive ELD: Learning to Use English, Learning about How English Works, and Learning Content through English (p. 131).

Content Instruction through English (Specially Design Academic Instruction in English-SDAIE) (p. 128).

Students are provided a rigorous, intellectually rich, standards-based curriculum with instructional scaffolding for comprehension, participation, and mastery.

## OXNARD MÁS ELEMENTS

### ESSENTIALS

Vision – In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors (p. 13).

Mission – The mission statement explains the commitment we have to realizing our vision. With regard to EMLs, it says that we will: ignite, transform, nurture, and embrace (pp. 13–14).

### INSTRUCTIONAL PRIORITIES –

Creating and sustaining 21st century multilingual learning environments of high intellectual performance for our students:

- Learning Environments
- Multilingual Learning
- 21<sup>st</sup> Century Learning
- High Intellectual Performance (p. 22)

Making powerful EML learning for visible for EMLs, parents, staff, and public so everyone:

- Knows what powerful multilingual teaching and learning for EMLs looks like and see it exhibited regularly in and out of school.
- Knows what to do to produce consistently high-quality student learning results for EMLs.
- Holds each other responsible for high-quality teaching and learning.
- Expects that work is "done" only when it meets publicly agreed-upon standards of quality.
- Works together to create safe and affirming environments of high intellectual performance and multilingual excellence throughout the district, schools, and community for all EMLs (p. 23).

### NOTES/COMMENTS

Oxnard SD established multiple biliteracy pathways across the district, as well as career academies at its middle schools. As the district continues to strengthen and expand both its multilingual programs and its career academies, it will look at how to incorporate a robust visual and performing arts program within the school day, as opposed to relying on after school programs to fill this need (p. 55).

Principle 2C - High Expectations

Teaching and learning emphasize engagement, interaction, discourse, inquiry, and critical thinking—with the same high expectations for EMLs as for all.

OXNARD MÁS ELEMENTS

EML will meet the Learner Profile: Innovator, Problem Solver, Achiever, Global Thinker, Collaborator, Digital Learner, and Focused on the Future (p. 14).

Supporting Principles (p. 16)

Principle 3: Achievement/Performance, Multilingualism, & Global/Sociocultural Competence (p. 16)

Student Academic Engagement & Achievement (p. 21)

EXPANDING OUR MINDSET

Additive Education- Additive programs have four fundamental goals in common and are designed to ensure that the students in those programs develop high levels of proficiency in first language and a second language, perform at high levels academically in two languages and are prepared for college and career, demonstrate positive multicultural skills and behaviors and global competency, and develop high levels of social-emotional health, including agency, identity, self-confidence, and voice (pp. 24-25).

A FRAMEWORK FOR EMPOWERMENT (p. 25)

NOTES/COMMENTS

Oxnard MÁS

Leadership established clear goals and commitments to EMLs' access, growth toward English proficiency, academic achievement.

It proposes capacity building at all levels of the system, to promote powerful teaching and learning and to understand and address the needs of EMLs.

Principle 2D - Access to Full Curriculum

EMLs are provided access to the full curriculum along with the provision of EML supports and services.

## OXNARD MÁS ELEMENTS

Learning Environment & School Climate: phasing out subtractive bilingual programs to establish more additive bilingual programs. As the district continues to strengthen and expand both its multilingual programs and its career academies, it will be important for the district to also look at how to incorporate a robust visual and performing arts program within the school day (p. 56).

### CREATING SYSTEMS TO SUPPORT THE IMPROVEMENT OF INSTRUCTION/PROGRAMS

Multilingual learning opportunities, the arts, technology, and much more are now being addressed seriously and systemically as essential to a well-rounded education for global competitiveness (p. 32).

Core Instructional Program (p. 125)

### NOTES/COMMENTS

The Core Instructional Program for all EMLs should include the following components: Primary Language/Literacy Development; Content Instruction through the Primary Language; Content Instruction in English; English Language Development (Designated and Integrated); College/Career Preparation; Multicultural/Global Competency Development; and Social-Emotional Learning (p. 126).

Dual Language Education (DLE) pathways and programs provide access to the core curriculum (pp. 128-129).

### Principle 2E - Home Language

Students' home language is (where possible) understood as a means to access curriculum content, as a foundation for developing English, and is developed to high levels of literacy and proficiency along with English.

## OXNARD MÁS ELEMENTS

Master Plan Implementation - In addition to our district vision, values, and principles, OSD also embraces Stanford University's Understanding Language Key Principles for EMLs and the Road Map principles (pp. 29-30).

Multilingual Pathways (pp. 114-119)

Primary Language/Literacy Development (pp. 126-128)



Content Instruction through the Primary Language – primary language instruction is an essential resource that makes it possible for students to master grade level standards in the content areas while they are in the process of acquiring English proficiency (pp. 115-127).

Primary Language Support – If EMLs’ content instruction is delivered through English, the language they have not yet mastered, they will most likely require primary language support to allow them to fully access the content instruction (pp. 118-129).

Appendix 3 – Multilingual Learning: Multilingual Learning Pathway Options (p. 255)

**NOTES/COMMENTS**

Establishing Multilingualism as the Norm (p. 28)

Types of Additive Core Multilingual Pathways for future consideration: Two-Way Dual Language Immersion (Emergent Multilinguals, Experienced Multilinguals, English Only); Two-Way Multilingual Immersion (3 or More Languages); One-Way Dual Language Immersion for Emergent Multilinguals (AKA Developmental, Maintenance, Biliteracy); One-Way World Language Immersion (AKA Canadian Model - Non-Speakers of Target Language); Heritage/Language Revitalization (p. 118).

General Fund may be used to purchase primary language instructional materials for the base program (p. 211).

**Principle 2F – Rigorous Instructional Materials**

Rigorous instructional materials support high levels of intellectual engagement and integrated language development and content learning, and provide opportunities for bilingual/biliterate engagement appropriate to the program model.

**OXNARD MÁS ELEMENTS**

Identify no- or low-cost resources and other materials available in the community to support development of the Student Profile traits (p. 88).

Structured English Immersion (SEI) requires the teacher to make instruction comprehensible for students using materials and strategies designed for students learning English in an English language mainstream program (pp. 118-120).



Primary language instruction includes directed lessons and student participation in Spanish. This instruction makes use of grade-level materials in Spanish (textbooks, audio-visuals, electronic media, and internet resources, etc.) that include Common Core State Standards.

The use of support materials in the primary language is a means of increasing access to core curriculum taught in English, and of assisting the student to tap prior knowledge (pp. 124-125).

Primary Language Support materials include bilingual dictionaries and trade books (pp. 128-129).

Instructional Materials for Designated English Language Development: The current state framework combines ELA/ELD instructional guidelines (p. 1376).

Instructional Materials for Integrated English Language Development: In addition to district-adopted programs for all content areas, supplemental materials and resources such as realia, photos, literature, informational texts, and media that facilitate comprehension and increase access to the content may be utilized (p. 139).

Where primary language instructional materials are available in the languages of these students, those should be provided to them (p. 147).

#### NOTES/COMMENTS

The CA Department of Education provides LEAs and schools a criteria for selecting core instructional resources for kindergarten through grade eight:

Category 1: Alignment with the Standards

Category 2: Program Organization

Category 3: Assessment

Category 4: Universal Access

Category 5 : Instructional Planning and Teacher Support (ELA/ELD Framework, p. 1012.)

Any instruction for EMLs in the content areas that is delivered in English must be accompanied by Integrated English Language Development instruction. . . (pp. 136-137). "Teachers with EMLs in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their EMLs' linguistic and academic progress." (CA ELA/ELD Framework, Chapter 2, pp. 106-108)

Principle 26 - Research-Based Language Support Programs

Emergent Multilingual Learners are provided choices of research-based language support/development programs (including options for developing skills in multiple languages) and are enrolled in programs designed to overcome the language barrier and provide access to the curriculum.

**OXNARD MÁS ELEMENTS**

Learning Environment & School Climate: The district is phasing out subtractive bilingual programs in lieu of additive programs [(8195) Collier, V. & W. Thomas. (2017)] (p. 21).

Strategic Goal 1- Student Academic Engagement & Achievement: Dramatically accelerate student academic engagement and achievement across all Oxnard EML populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices (p. 21).

A Framework for Empowerment can engage all EMLs in high intellectual performance, a term used by Yvette Jackson in her book Pedagogy of Confidence. Jim Cummins talks about a very similar concept when he refers to academic engagement (pp. 25-26).

Appendix 14: Research Base for Multilingual Learning (pp. 351-354):  
 Benefits for Students Who Are Native Spanish Speakers (pp. 351-352);  
 Research on DLI Educational Programs (pp. 352-353);  
 Cognitive Development (p. 353);  
 High Academic Achievement (p. 353);  
 Language Transfer (pp. 353-354);  
 Literacy Transfer (p. 354);  
 Knowledge Transfer (p. 354); and  
 Self-Esteem (p. 354);.

**CONTENT INSTRUCTION THROUGH ENGLISH (SPECIALLY DESIGN ACADEMIC INSTRUCTION IN ENGLISH- SDAIE)**

Content Instruction through Specially Design Academic Instruction in English- SDAIE.

Saunders (2010) stipulates that the primary goal of SDAIE, or sheltered instruction, is to teach the skills and knowledge identified in the content area standards (CCSS, Mathematics, Science/NGSS, etc.) and frameworks. The use of the first language to support understanding by using such strategies as preview or review of lessons is not only appropriate but

integral for students who, due to low English proficiency, can benefit from such strategies delivered in their primary language (p. 129).

#### A FRAMEWORK FOR EMPOWERMENT

We can engage all EMLs in high intellectual performance, a term used by Yvette Jackson in her book Pedagogy of Confidence. Jim Cummins talks about a very similar concept when he refers to academic engagement (pp.25-26).

#### NOTES/COMMENTS

Research Base for Multilingual Learning: A significant body of research has established many benefits of multilingual learning (pp. 351-354).

OSD's strategic plan, EMPOWERS and Oxnard MÁS identify students' and EMLs' linguistic and academic needs through action research and quantitative and qualitative analysis.

Improvement recommendations are based on best practices for system improvement and transformation and supported by research on language and literacy development and second language acquisition (pp. 221-222) .

### ENGLISH LEARNER ROADMAP PRINCIPLE #3: ENSURING SYSTEMWIDE CONDITIONS TO SUPPORT IMPLEMENTATION.

#### Principle 3A - Leadership

Leadership establishes clear goals and commitments to Emergent Multilingual Learner access, growth toward English proficiency, academic achievement, and participation, and maintains a focus across the system on progress towards these goals and continuous improvement.

#### OXNARD MÁS ELEMENTS

VALUES AND SUPPORTING PRINCIPLES: To support our new vision of EML success, OSD affirms five core values and beliefs. Each core value has a set of supporting principles (pp. 47-51).

#### Supporting Principle 5: Professional Accountability & Service

We believe that we must continuously expand our professional competency, exhibit servant leadership, and hold ourselves accountable to our EMLs, families, community, and colleagues for our intentions, our actions, and our results.

Our decision-making is driven by our values, guided by our principles, and informed by valid and relevant data and research.

We evaluate our work to ensure the integrity of our decision-making and regularly review data and feedback to improve our adherence to our values and principles.

Our actions are informed by evidence and the expectation that they will move us closer to achieving our district vision. We implement programs, models, and pathways that have been proven to yield optimal results (as defined by our student profile) for the types of EMLs we serve (p. 49).

We regularly monitor and assess our progress and results, and when those are not in line with our expectations, we make the necessary adjustments. [Appears in Oxnard's Standards for Excellence (SOE)]

We hold ourselves accountable through mutual responsibility and ownership for the results we want.(SOE)

We are active learners committed to growth and improving our work.(SOE)

We adjust our strategies and tactics as new, valid data become available, constantly learning from our mistakes and successes.(SOE)

We use quality improvement processes to effectively monitor, evaluate, improve, or remove initiatives.(SOE)

We strive to exemplify servant leadership and instill that ethic in our EMLs.

We work collaboratively to produce exemplary outcomes for our Oxnard community (p. 50).

Transformational Leadership & Infrastructure - The district is focused on the need for establishing district-wide coherence for all previous findings areas noted above (p. 21).

Strategic Goal 5 - Transformational Leadership & Infrastructure (p. 22) : Create a coherent and sustainable district-wide infrastructure and culture to support and communicate the district's identity and strategic work on behalf of all EMLs, facilitate strategic plan implementation, monitor progress, and assess effectiveness and sustainability, and position the district as a leader in equitable and excellent education for EMLs (p, 31).

Recommendations for Action on Transformational Leadership & Infrastructure: Strategic Plan Implementation; Districtwide Coherence; Accountability & Progress Monitoring; Human Capital; Communications; and Finance & Technology Infrastructure (p. 23).

### A FRAMEWORK FOR EMPOWERMENT

This leadership framework contains eight essential pedagogical principles that describe the types of school and classroom environments we want to create and sustain for our EMLs (p. 25).

DISTRICT INFRASTRUCTURE FOR LOCAL ACCOUNTABILITY AND RESPONSIBILITY (p. 30)

MONITORING OF PROFESSIONAL DEVELOPMENT AND SUPPORT (p. 166)

Appendix 12: Evaluation Design and Goals (pp. 334-344)

**NOTES/COMMENTS**

Guidance & Support to Sites & District Departments - It's clear that some schools are bright light "beacons" in the district, with strong and focused principals and teachers. This is part of the overall pattern of stark overall performance differences between schools in both ELA and mathematics (p. 20).

District Infrastructure for Local Accountability and Responsibility - All district personnel share the responsibility for the education of EMLs and for the success of EML pathways, programs, and services as described in Oxnard MÁS and required by state and federal law (p. 30).

Provide training to parent and community/business leaders on how to build effective and sustainable alliances (p. 88). Leadership Council is composed of the EML master plan lead, , key district division/department heads, the strategic goal leads, and the external Oxnard EMPOWERS facilitator (p. 214). The role of the Leadership Council is to provide guidance and support to the implementation team. The Leadership Council communicates progress and issues to the Superintendent's Cabinet (p. 214).

**Principle 3B - Adequate Resources**

The school system invests adequate resources to support the conditions required to address EML needs.

**OXNARD MÁS ELEMENTS**

Local Control Funding Formula provides more local control and a more equitable school finance system while allowing local districts the flexibility to determine how best to meet student needs with targeted attention to increase or improved services for low income students, EMLs, and foster youth for supplemental and concentration funds (p. 209).

General Fund Resources - For grades TK-5 the ELA core curriculum includes designated ELD and instructional materials in Spanish. Funding is used for core curricular materials, instructional supplies, administrator and teacher salaries, and other district services as well as multi-tiered, data-informed instruction, and monitoring and intervention programs to improve and evaluate the base program (p. 211).

Supplemental Funds must not be used to replace or supplant the base program. The district receives Title I, Title III and LCFF funds allocated exclusively to benefit EMLs (p. 211).

Resource Allocation Monitoring – At the school-site level, all expenditures must be aligned to the SPSA and reviewed by the Educational Services and Business Departments. The School Site Council supports the review of expenditures (pp. 211-212).

At the district level, monitoring of funds guides the designated and effective use of allocated resources to ensure coherence and are detailed in the LCAP (p. 209).

External Facilitator – the facilitator is an external consultant who is well-versed in the master plan and who designs and leads the monthly Implementation Team meetings (p. 214).

Mentors have high levels of expertise related to the plan's five strategic goal areas. They serve as mentors, advisors, and coaches to the Leadership Council and the Implementation Team, providing targeted support and mentoring as needed (p. 216).

#### NOTES/COMMENTS

California's general funding for schools (Local Control Funding Formula-LCFF) requires that as part of the core (standards-base) instructional program, all identified Emergent Multilingual Learners receive a program of ELD instruction, which includes designated and integrated ELD. LCFF also support core dual-language/biliteracy instruction.

#### Principle 3C – Reliable Assessments

A system of culturally and linguistically valid and reliable assessments support instruction, continuous improvement, and accountability for attainment of English proficiency, biliteracy, and academic achievement.

#### OXNARD MÁS ELEMENTS

Currently, the English Language Proficiency Assessments for California (ELPAC) is the mandated state summative test for determining English language proficiency (ELP). It must be given to students whose primary language is one other than English (p. 268).

Initial ELPAC: At registration: Legal allowance - within 30 calendar days from date of registration (Enrollment Center Staff) (p. 260).

Annual ELPAC: February - May (Classroom Teacher, Enrollment Center Staff)

English and Spanish Language Development Proficiency Assessments (ESLPA): Summative/formative standardized assessment of listening, speaking, reading, and writing (p. 260).

Initial ESLPA: For all new enrollees: Used as a diagnostic tool upon enrollment, if prior to July (Enrollment Center Staff) (pp. 260-261)

Annual ESLPA: Administered at a different time than the ELPAC assessment.

Curriculum Embedded Summative/formative assessment in all pathways/programs.

Local District Spanish Language Proficiency Assessment: District-adopted summative assessment for all DLE settings. Provides diagnostic assessment of progress in DL programs and Spanish language proficiency.

Initial: For all new enrollees - Used as a diagnostic tool upon enrollment (Enrollment Center Staff)

Annually: Two times per year Mid-year and End of Year (Classroom Teacher) Curriculum Embedded Summative/formative assessment in all DLE settings. Assess progress in listening, speaking, reading, and writing proficiency in Spanish. Based on the use of Spanish core materials and CCSS (pp. 260-262).

English and Spanish Academic Achievement Assessments: CAASPP (SBAC) English, state-mandated summative assessment in grades 3-8 in all pathways/programs (pp. 261-262).

English Standardized Assessments, K-8 district-adopted in all pathways/programs.

English Curriculum-Embedded, TK-8 district-adopted summative/formative assessment in all pathways/programs.

Spanish Curriculum-Embedded, TK-8 district-adopted summative/formative assessment in all DEL settings (p. 262).

## NOTES/COMMENTS

Reclassification Criteria:

English language proficiency based on overall performance levels 4 or 5 on Summative ELPAC, grades 3-8.

Academic Criteria, grades K-8 • STAR 360 Reading, 25% or above and SBAC ELA, Nearly met (2, 3, or 4) (pp. 262-263).

Teacher Evaluation

Grades K-5



- Teacher completes "Input for Reclassification".
- Student is approaching or meeting grade level benchmarks in English reading (standards-based grade of "3" or better in ELA) (p. 263).

Grades 6-8,

Student is achieving grade level standards in ELA on report card (Minimum of "C") (p. 263).

Parent Opinion and Consultation. After reviewing the data, the parent agrees that reclassification is appropriate (p. 263).

### Principle 3D - Capacity Building

Capacity building occurs at all levels of the system, including leadership development to understand and address the needs of EMLs, professional development, and collaboration time for teachers and robust efforts to address the teaching shortage and build a pipeline (recruit and develop) of educators skilled in addressing the needs of EMLs, including bilingual teachers.

## OXNARD MÁS ELEMENTS

### CREATING A COMPREHENSIVE AND ALIGNED PLAN.

Our overarching goal is to revise and rethink the current EML Master Plan so that it becomes a comprehensive visionary and inspiring document that is fully aligned to Oxnard EMPOWERS, the new district strategic plan (pp. 27-28).

### ESTABLISHING MULTILINGUALISM AS THE NORM

Oxnard is the right place to advance a district-wide cutting edge comprehensive plan for multilingual pathways that innovates, inspires, and re-imagines what is possible (p. 28).

### MASTER PLAN IMPLEMENTATION

To ensure consistent implementation of our master plan across our sites, OSD has identified six parameters that all schools must utilize with regard to programs/pathways for EMLs (pp. 28-29).

### DISTRICT INFRASTRUCTURE FOR LOCAL ACCOUNTABILITY AND RESPONSIBILITY

Oxnard MÁS includes strategic and structural/operational recommendations for ensuring that EMLs in Oxnard School District receive the instructional and support services they require to meet the Student Profile competencies, including



English and home language proficiency, college/career readiness, core curriculum mastery, and healthy identity and social-emotional development (p. 30).

#### Creating Systems to Support the Improvement of Instruction/Program Design

Across the district, goals and expectations are aligned and articulated to all stakeholders. The design of all values-driven and principles-based programs has gone hand-in-hand with attention to what we know from the research about what works for Oxnard's students (pp. 31-32).

#### EML MASTER PLAN ALIGNMENT TO EXPENDITURES

Oxnard MÁS will be aligned programmatically and fiscally to major policy, planning, and budgeting documents used at the district and site levels, including but not limited to: Oxnard EMPOWERS; Oxnard School District Board Policies; District Board And Superintendent Goals; LEA Plan; Local Control Accountability Plan (LCAP); Title III Corrective Action Plans; Single Plan for Student Achievement (SPSA); Federal Program Monitoring (FPM) items; and other relevant federal, state, and local directives (Proposition 58 & EL Roadmap) (p. 210).

#### ALIGNING PLANS & INITIATIVES (p. 225)

##### TK-12 Coherence & Articulation

Our parents and EMLs should expect a seamless journey beginning with joyful kindergartners and culminating in multilingual/multicultural college, career, and globally ready graduates with multiple post-secondary options. Staff plan, coordinate, and align their curricular and extracurricular content and practices within and across programs, grades, grade spans, subject areas, schools, and feeder districts. OSD and the feeder high school district engage in regular articulation processes to ensure that EMLs matriculating into the high school district have a smooth, seamless, and successful transition (p. 58).

IDENTIFICATION, ASSESSMENT, & PLACEMENT, & RECLASSIFICATION OF STUDENTS is an essential component for the continuity of an empowering education, graduation, and college readiness for all OSD students, including EMLs (pp. 99-112).

#### NORMATIVE PROGRESS – EMLS WHO ARE MEETING ACADEMIC AND ENGLISH LANGUAGE DEVELOPMENT BENCHMARKS

OSD monitors and supports student progress with reclassification criteria (pp. 142-143).

Appendix 17: BENEFITS OF COLLEGE ATTENDANCE

It's Not Just the Money; the Benefits of College Education to Individuals and to Society (pp. 362–365).

NOTES/COMMENTS

Teachers and other school personnel need training, coaching, and experience to identify EMLs' linguistic, cultural, intellectual, and academic assets in order to use them, build on them, and amplify them to support optimal learning (p. 69).

**ENGLISH LEARNER ROADMAP PRINCIPLE #4: ALIGNING AND ARTICULATING PRACTICES ACROSS THE SYSTEM.**

Principle 4A - Alignment & Articulation

EML approaches and programs are designed for continuity, alignment and articulation across grade and systems segments beginning with a strong foundation in early childhood (preschool) and continuing through to reclassification, graduation, and higher education.

CREATING A COMPREHENSIVE AND ALIGNED PLAN.

Our overarching goal is to revise and rethink the current EML Master Plan so that it becomes a comprehensive visionary and inspiring document that is fully aligned to Oxnard EMPOWERS, the new district strategic plan (pp. 27–28).

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### ALIGNING PLANS & INITIATIVES (P. 225)

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OSD monitors and supports student progress with reclassification criteria (pp. 142-143).

### Appendix 17: BENEFITS OF COLLEGE ATTENDANCE

It's Not Just the Money; the Benefits of College Education to Individuals and to Society (pp. 362-645).

## NOTES/COMMENTS

The District Infrastructure for Local Accountability and Responsibility focuses on meeting the Learner Profile competencies, including English and home language proficiency, college/career readiness, core curriculum mastery, and healthy identity and social-emotional development. This infrastructure is specifically addressed in Strategic Goal 5: Transformative Leadership and Infrastructure. This infrastructure is further bolstered with the recommendations from California's ELA/ELD Framework (Chapter 11 - Figure 11.7, pp. 992-993) (p. 30).

## Principle 4B - Provide Extra Time

Schools plan schedules and resources to provide extra time in school (as needed) and build partnerships with afterschool and other entities to provide additional support for EMLs, to accommodate the extra challenge facing EMLs of learning English fluency and accessing/mastering all academic content.

## OXNARD MÁS ELEMENTS

### 2.2 ACCESS, EQUITY, & INCLUSION

2.2.3 Provide a well-articulated and broad array of extracurricular and extended day/year enrichment activities and options aligned to EML interests, needs, and the Student Profile and supported by adult mentors and coaches.

2.2.4 Establish and fund the school libraries as community safe spaces to explore, learn, study, and engage. Ensure they are open extended hours for student/community maximum access (p. 83).

Emergent Multilinguals will receive support services to augment the ELD programs available. These support services include summer and extended learning opportunities (p. 105).

### TWO-WAY DUAL LANGUAGE IMMERSION - 50/50 Model

The district is committed to ensuring that students have protected blocks of language time and are working with the schools to schedule their specialists in the areas of PE, music, and art in accordance with program requirements (p. 120).

Additive Support Programs will provide Extended Day/Extended Year Language Enrichment.

They can include before/after school, summer, and intersession language learning/support opportunities. OSD intends to implement these programs beginning in the school year 2024-2025 (p. 135).

For 6–8 EMLs, Extended school day with an extra period that may include non-EML students who need support in development of academic English related to their content learning in their middle school coursework (p. 136).

Interventions for ELD.

ELD for EMLs with Disabilities (p. 142).

Flexibility of Programming to Meet Student Needs (TK–8).

Newly Arrived EMLs with Interrupted/Adequate Formal Schooling (SIFE) (p. 144)

Newly Arrived EMLs with Inadequate Formal Schooling (p. 145)

Long Term Emergent Multilingual Learners (LTEs) (pp. 145–146)

Students Who Speak Languages other than Spanish (p. 147)

Multi-Tier System of Support: At the district level, data on student learning are used to guide curriculum improvement, recommend innovations (such as coordination with after school programs and other community resources and supports) (pp. 149–150).

#### NOTES/COMMENTS

Improving the instructional program for EMLs by identifying and acquiring supplemental curricula, instructional materials, and educational software to be used afterschool, for intervention and Saturday school (p. 338).

#### Principle 4C - Coherence

EML approaches and programs are designed to be coherent across schools within districts, across initiatives, and across the state.

### OXNARD MÁS ELEMENTS

#### PLAN REVISION & RETHINKING

Oxnard MÁS was initiated to revise, rethink, and develop a redesign process to ensure that it would be aligned to the new strategic plan, Oxnard EMPOWERS (p. 4).

The redesign process includes the development of a new table of contents that reflects intentions to organize the plan to align with Oxnard EMPOWERS, including the addition of new components and the placement of the more technical plan components within the Appendices section.

Thorough review of the current plan to identify where existing components could be integrated into the new organization (p. 38).

### Transformational Leadership & Infrastructure

There is a need for well-articulated coherence across schools in the district and across divisions and departments at the district-level. Most importantly, all stakeholders need to clearly know and understand implications of the Learner Profile for organizing classroom and school life for our EMLs and informing community initiatives and efforts (p. 21).

### TK-12 Coherence & Articulation

Our parents and EMLs should expect a seamless journey beginning with joyful kindergartners and culminating in multilingual/multicultural college, career, and globally ready graduates with multiple post-secondary options. Staff plan, coordinate, and align their curricular and extracurricular content and practices within and across programs, grades, grade spans, subject areas, schools, and feeder districts. OSD and the feeder high school district engage in regular articulation processes to ensure that EMLs matriculating into the high school district have a smooth, seamless, and successful transition (p. 58).

### 5.2 DISTRICTWIDE COHERENCE

Build a culture of coherence across the district and create and communicate clear expectations of what "Equitable & Excellent Education" means in terms of behavior and results, especially with regard to EMLs (pp. 91-92).

Coherence and Articulation TK-3 to improve mathematics instruction and mathematical thinking with young students. Creation of the MTSS Manual to ensure that systems are in place to address students' social and emotional as well as academic needs when they are not experiencing success at the Tier 1 level (p. 227).

### RESOURCE ALLOCATION MONITORING

At the school-site level, all expenditures must be aligned to the SPSA. Documentation must show evidence of how the programs are funded and aligned to the goals of the SPSA is maintained. At the district level, monitoring of funds guides the designated and effective use of allocated resources to ensure coherence with established federal, state, and district guidelines. Expenditures are monitored by each department according to the designated actions and services detailed in the LCAP (p. 211).

### NOTES/COMMENTS

District and school leadership is well engaged with Oxnard EMPOWERS and the development of this EML master plan. They have engaged students, staff, parents, and community stakeholders with the development of these plans.



Understanding and practicing new core values and supporting principles will provide the OSD community clarity in pursuing the vision, mission, and goals of the two strategic plans.



## APPENDIX 9

# INSTRUCTIONAL PRIORITIES

### PRIORITY #1

First, we must create and sustain globally-competitive multilingual/multicultural learning environments of high intellectual performance for Emergent Multilinguals. This priority requires that we understand and operationalize four embedded concepts:

- What do we mean by learning environments?
- What do we mean by globally-competitive 21<sup>st</sup> century learning?
- What do we mean by multilingual/multicultural learning?
- What do we mean by high intellectual performance?

### LEARNING ENVIRONMENT

What do we mean by learning environment? The term *learning environments* refers to culturally and linguistically responsive learning spaces in our classrooms, our schools, and our community where every student is considered high status and that positively develop and affirm each student's cultural/linguistic identity and self-esteem, self-motivation and learner autonomy, and social skills and competency. In these spaces, educators and staff intentionally plan and structure instruction and interactions to develop a sense of community, self-determination, trust, and democracy. In these learning environments, educators and staff establish strong relationships with students by being personable, caring, trustworthy, and having an interest and understanding of the lives of our students. Educators and staff show respect for students' experiences, languages, and cultures by honoring their voice and creating environments where student voice permeates the classroom instruction, and decisions for instruction are based on student needs. Educators and staff communicate responsibility by creating physically, emotionally, and intellectually safe learning environments, modeling high expectations for learning, connecting instruction with students' learning interests and needs and making a link with their prior knowledge, providing multiple ways in which students can learn and demonstrate knowledge, and clearly articulating the curriculum's "usefulness" for today and the future. Educators and staff use students' lives outside the classroom as a means of engaging them more deeply in learning that has strong relevance for them. In particular, we find ways to help our students see future possibilities for people who look and sound like them, who come from similar backgrounds and experiences.



## GLOBALLY COMPETITIVE 21<sup>ST</sup> CENTURY MULTILINGUAL LEARNING

What do we mean by globally competitive 21<sup>st</sup> century multilingual learning? This refers to a set of specific skills, capacities, and dispositions that prepare students to thrive in and out of school. These skills, capacities, and dispositions include:

### a) HIGH-LEVEL ACADEMIC PREPARATION & MULTILINGUALISM

Globally-competitive academic preparation differs from the traditional academics. Instead, it focuses on a full multilingual/multicultural curriculum that includes all the different disciplines, including the arts, technology, and physical education. Emergent Multilinguals need opportunities to show what they've learned through advanced-level applications of their knowledge in the various languages they are learning. Most importantly, they need to learn HOW to learn because most of the actual content they get in school will be obsolete by the time they finish college. The content of their learning includes strategies for working and collaborating across languages and cultures.

Furthermore, in today's world, being bilingually proficient at near native-speaker like levels is the barest minimum. Across the globe, young people are routinely prepared as high-level multilinguals --- all of whom can speak English at professional and technical levels -, and when the whole world knows English, knowing ONLY English is no longer a competitive advantage. To be competitive in a global environment requires that our students develop high levels of mastery of two or more languages. In addition to this, there is abundant research that corroborates that learning two or more languages brings multiple cognitive, social, health, and other benefits to the individual and that accrue to the individual's family, community, and global world.

Multilingual learning in an academic environment requires that we have formal systems established to ensure students engage in learning language and content both.

### b) COLLEGE AND CAREER READINESS

Being college and career ready means that Emergent Multilinguals have real choices and options - to go to university or not, to pursue this career or that, not because of their zip code or the language they speak but because we prepared them. They are knowledgeable about the various post-secondary options. They have experienced what college is all about. They have participated in one or more career pathways. Their families have been supported in developing their own expertise in these areas. Whether Emergent Multilinguals enter the university or the workforce when they graduate, they will have the multilingual, multicultural, cognitive, and metacognitive tools to think critically and creatively in multiple languages and cultural contexts and to keep on learning throughout their lives.

c) MASTERY OF MULTILINGUAL LITERACY AS WELL AS OTHER 21<sup>ST</sup> CENTURY LITERACIES, INCLUDING ENVIRONMENTAL, VISUAL, DIGITAL, MEDIA, AND INFORMATIONAL LITERACIES

In addition to having oracy<sup>65</sup> and literacy in at least two languages, including textual literacy (the ability to read, write, analyze, and evaluate textual works of literature and personal and professional documents), our students must also have the literacy skills to 'read' the world and make sense of information by means other than traditional reading and writing. These 21<sup>st</sup> century literacies include environmental, visual, digital, media, and informational ways of meaning-making. Central to the concept of multiple literacies is the belief that in the 21<sup>st</sup> century, our students need to learn how to construct knowledge from multiple sources and modes of representation (Seel 2012).

Environmental Literacy requires an understanding of the earth as a physical system and the living environment, including humans and their societies within the landscape, as well as a familiarity with some basic modes of inquiry, critical thinking and problem-solving skills, and an ability to interpret and synthesize information.

Visual Literacy can be defined as the ability to understand and produce visual messages. Our students need to develop their abilities to create, use, and evaluate visual resources. Not only do they read printed words, they also must learn how to "read" images. Visual literacy includes facial expressions, body language, drawing, painting, sculpture, hand signs, street signs, international symbols, photos, layout of pictures and words in a book, clarity of type fonts, computer images, film sequences, critical analysis of advertisements and many other things.

Media Literacy is the ability to access, analyze, evaluate, and create media. Media literate youth and adults are better able to understand the complex messages we receive from television, radio, internet, newspapers, magazines, books, billboards, video games, music, and all other forms of media (The Media Literacy Project).

Digital Literacy is the ability to understand, evaluate, create, and integrate information in multiple digital formats via the computer and internet (Gilster 1997).

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<sup>65</sup> Oracy is the ability to express oneself in and understand spoken language, and the research base (see the work of Mercer and Littleton, 2007 and Wolf and Alexander, 2008, for example) is strong that it's as important as reading and writing (literacy). The theory is that purposeful dialogue focused on the exploration of complex ideas extends student thinking. Deep thinking creates the conditions for retaining and then mobilizing important knowledge. Through informed debate, argument, and persuasion, students are cognitively stretched.

Technological Literacy is often what comes to mind when we talk about global preparedness. But this area isn't just about using tools --- it's about a new way of conceptualizing communication, interaction, integration, intelligence, innovation, and imagination across languages and cultures. It's the ability to responsibly use appropriate technology to communicate, solve problems, and access, manage, integrate, evaluate, and create information to improve learning in all subject areas and to acquire lifelong knowledge and skills in the 21 century (SETDA). New literacies that arise from new technologies include things like text-messaging, blogging, social networking, podcasting, and videomaking. These digital technologies alter and extend our communication abilities, often blending text, sound, and imagery. Although connected to older, "offline" practices, these technologies change what it means to both "read" and "write" texts. (They change the meaning of "text," as well.)

Informational Literacy is the ability to recognize when information is needed and have the ability to locate, evaluate, and effectively use the needed information. It includes those skills that an informed citizen of an information society ought to possess to participate intelligently and actively in that society. Although other educational goals, including traditional literacy, computer literacy, library skills, and critical thinking skills, are related to information literacy and important foundations for its development, information literacy itself is emerging as a distinct skill set and a necessary key to one's social and economic well-being in an increasingly complex information society.

d) **INNOVATION, CREATIVITY, CRITICAL THINKING, COMMUNICATION, COLLABORATION, AND SOLUTION-SEEKING COMPETENCIES**

Our Emergent Multilinguals' success will depend in significant part on having the discipline, skill, and daring to be innovators and creators and to seek and find solutions to problems that haven't even been invented yet, often in multilingual and multicultural work and social environments. How do we provide the space for Emergent Multilinguals to acquire these skills, capacities, and dispositions in a coherent, comprehensive, and disciplined way when many Emergent Multilinguals have been precluded from participating in instruction, such as the arts, that builds these skills? Our Emergent Multilinguals need to be able to use their linguistic and cultural skills to reason effectively, use systems thinking, make judgments and decisions, communicate clearly, and collaborate with others in order to thrive in the 21<sup>st</sup> century global business, social, and personal environments.

e) SOCIOCULTURAL CAPACITIES, INCLUDING IDENTITY DEVELOPMENT, CROSSCULTURAL & GLOBAL COMPETENCE, AND MULTICULTURAL APPRECIATION

Emergent Multilinguals also need to be prepared to apply their classroom learning to real world sociocultural issues that are extremely complex and challenging. They will be the ones making the decisions that determine our quality of life, and in a global world, decisions made in one part of the world will have impact throughout the world. How do we help them develop and apply their diverse linguistic and cultural knowledge in socioculturally responsible ways that reflect their own sense of identity, agency, and global competency?

We know that sociocultural factors - shared values, norms, and attitudes - positively affect various aspects of international competitiveness - entrepreneurship, innovation, productivity, and international cooperation. We know as well that a positive sense of identity is crucial to the development of self-esteem and confidence. Children who feel worthy and capable are more likely to be optimistic and to do well in school. A healthy sense of identity also helps children to be more open to people from other backgrounds because they are less likely to fear differences or put other children down to feel better about themselves. A strong and positive feeling about their parents and grandparents helps children feel safe and confident about themselves and their roots.

Having a sense of group identity as well as personal identity also helps a child feel a sense of belonging. This is particularly important for our Emergent Multilinguals. Group identity is constructed in many different ways. Identity can come from belonging to a community based on religion, political or social values, shared language, ethnicity, or national origin. It can even be a community based in part on the shared experience of being targets of racism. A group identity can come from whatever the child's family considers important in defining who is "like us." When children are of a group that others value less, creating a strong and positive group identity is particularly important for providing them with resiliency and moral support for challenging the biases they may face in that larger context that devalues them (Pulido-Tobiassen and Janet Gonzalez-Mena, 1999).

Our Emergent Multilinguals will be required to interact positively with people from all cultures and walks of life. This requires a healthy sense of identity, confidence, self-esteem, and agency. Additionally, we know that unless our Emergent Multilinguals develop fairly high levels of GLOBAL COMPETENCE, including multilingualism and interculturality, they will be at a profound disadvantage in the world they hope to navigate.

The Asia Society talks about four basic behaviors exhibited by globally competent students. Such students deploy and develop this global competence as they investigate globally significant issues in the world beyond their immediate environment, framing significant problems and conducting well-crafted and age-appropriate research. They recognize perspectives, others' and their own, articulating and explaining such perspectives thoughtfully and respectfully. They communicate ideas effectively with diverse audiences, bridging geographic, linguistic, ideological, and cultural barriers. And they take action to improve conditions, viewing themselves as players in the world and participating reflectively.

It's clear that today's students need a globally conscious education for what is without doubt a global era. There are very good and powerful reasons why this is not just a frill but an imperative. There are, of course, all of the economic reasons, the career-related reasons, all the rational reasons why our young people should develop global competency. Young people need to understand the worldwide circulation of ideas, products, fashions, media, ideologies, and human beings. These phenomena are real, powerful, and ubiquitous. They need to understand people from different cultures and engage with them effectively. Crosscultural competence requires developing relationships with others, and this often means bridging a cultural divide. Our students will need to develop a sense of multicultural appreciation that allows them to respect other cultures through exploration and seeking an understanding as a way to honor others' cultures, beliefs, and traditions.

e) SOCIAL, CIVIC, ENVIRONMENTAL, & ETHICAL RESPONSIBILITY

Students also need to be prepared to apply their classroom learning to real world social, civic, and environmental issues which are extremely complex and challenging. Our 21<sup>st</sup> century world needs global thinkers and doers who have the desire, the perseverance, and the moral strength and courage to tackle a range of pervasive issues that determine the quality of our lives on this planet, today and into the future: Issues of human conflict, global warming, climate change, human migration, poverty, innovation, health, the spread of disease, the control of nuclear energy, and so forth. And then if these reasons seem insufficient, there are all of those reasons that have to do with our own humanity and the expansion of our own human and social capital: The reasons that relate to our relationships as human beings, our ability to understand each other, and ourselves as part of a connected and interdependent system.

After all, today's students will be the ones making the decisions that determine our quality of life tomorrow, and in a global world, decisions made in one part of the world will have impact throughout the rest of the world. How do we help our students develop and apply their diverse linguistic and cultural knowledge in socially, civically, and environmentally responsible ways?

We also recognize that the development of personal, social, and business ethics is a key need for a responsive global community. Our students will need to make ethical choices and apply ethics in all areas of their lives. But what does ethics mean, and why do ethics matter?

We can think of ethics as the principles that guide our behavior toward making the best choices that contribute to the common good of all. Ethics is what guides us to tell the truth, keep our promises, or help someone in need. There is a framework of ethics underlying our lives on a daily basis, helping us make decisions that create positive impacts and steering us away from unjust outcomes. Ethics guides us to make the world a better place through the choices we make.

Ethics in business and in the larger society is just as important as ethics in personal life. Business leaders have a unique role and a great responsibility in shaping the ethical culture of their businesses, and thereby influence their broader communities as well.

Social responsibility is the idea that an individual (or organization) has an obligation to act for the benefit of society at large. Today, social responsibility has become an important part of culture at businesses of all sizes. Social responsibility can be practiced in big or small ways every day. Businesses can volunteer with local organizations, donate funds to a chosen cause, sponsor a neighborhood group or sports team, and much more. Even planting flowers, applying a fresh coat of paint, or picking up trash has a positive impact on the community. When we give back, we not only contribute to the common good, but we also engage with our communities in meaningful ways, build morale among neighbors and employees, and create positive regard for our work. (Ethics in Life and Business, scu.edu)

#### f) PHYSICAL & MENTAL WELLNESS

Living in a global village requires that every member develop the strength of body, mind, and character to contribute in positive ways to a healthy and diverse community. We know from an emerging body of research the impact of healthy bodies on powerful minds. For example, we know from research that there are positive associations between physical activity and academic performance, and there are positive associations between physical activity and mental resiliency, as well. Youth who engage in physical activity demonstrate lower rates of anxiety and depression. Students cannot learn when their minds are distracted by extraneous events. Taking the right steps to help students regain and maintain mental stability will be life changing for students, their families and teachers as well.





Wellness includes seven dimensions: physical, emotional, mental, social, environmental, occupational, and spiritual. Wellness incorporates factors such as adequate fitness, proper nutrition, stress management, disease prevention, spirituality, not smoking or abusing drugs, personal safety, regular physical examinations, health education, and environmental support (Hoeger & Hoeger, 2002). This is particularly relevant to our immigrant communities because they often lack access to education and services that support a healthy lifestyle.

Students who are physically healthy are able to participate with competence and confidence in a wide variety of physical activities in multiple environments that benefit the healthy development of the whole person. They are able to make healthy, active choices that are both beneficial to and respectful of their whole self, others, and their environment. When exploring topics such as healthy eating, substance use and abuse, mental health, and personal relationships, students can begin to make connections to how decisions (both personal and financial) affect their overall well-being, and that of others, both in the short and long-term.

Our Emergent Multilinguals need to develop the skills needed to obtain, interpret, and understand basic health information and services; understand preventative physical and mental health measures, including proper diet, nutrition, exercise, risk avoidance, and stress reduction; use available information to make appropriate health-related decisions; establish and monitor personal and family health goals; understand national and international public health and safety issues.

## HIGH INTELLECTUAL PERFORMANCE<sup>66</sup>

Oxnard EMPOWERS and Oxnard MÁS specifically call out the concept of high intellectual performance/academic engagement (terms used by Yvette Jackson in her book *Pedagogy of Confidence* and Jim Cummins in *Negotiating Identities*), an overarching concept that encompasses eight essential pedagogical principles, which are reflected in our framework.

These principles are drawn and adapted from the work of Jackson and Cummins and expanded in our framework. We support high intellectual performance/academic engagement when we deploy these pedagogical principles, holding them up as core principles that describe the types of school and classroom environments we want to create and sustain in Oxnard.

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<sup>66</sup> High Intellectual Performance comes from the work of Yvette Jackson as noted in *The Pedagogy of Confidence*. The essential pedagogical principles cited here are directly derived from her high operational practices, as well as from the work of Jim Cummins (*Negotiating Identities*), who calls this "academic engagement".

### 1. IDENTIFY, ACTIVATE, AND BUILD ON EML STRENGTHS.

Jackson (2011) explains that teaching that encourages students to recognize and apply their strengths releases neurotransmitters of pleasure, motivating students to actively participate and invest in a learning experience, set goals for their learning, and follow through with their learning for meaningful application and deeper development of strengths for personal agency. Identifying, activating, and building on student strengths means acknowledging that EMLs don't come to us as blank slates or as an accumulation of deficiencies. They know things, they've had experiences, they have cultures and languages --- all of these are powerful assets that we should build on. Cummins stresses that we need to acknowledge these assets and show EMLs that we believe in them and in their linguistic, cultural, intellectual, and academic capacity. This also means that teachers and other school personnel need training, coaching, and experience to identify such assets in order to use them, build on them, and amplify them to support optimal learning.

### 2. AFFIRM EML IDENTITIES BY CHALLENGING THE DEVALUATION OF MINORITIZED STUDENTS' IDENTITIES.

Cummins explains the critical nature of affirming EML identities by challenging the devaluation of minoritized students' identities - devaluation that happens because schools are reflections of a broader society that prizes white English-speaking people as the "real" and legitimate Americans, and that devalues others. The roots of this white supremacist belief have deep historical roots and are now so ingrained in our systems and structures that they have become like the air we breathe - clearly there, but not on our conscious radar most of the time. So, we must challenge the existing social context of coercive and exclusionary relations of power by recognizing and dismantling the systemic barriers to full participation that stem from this pervasive belief. That means explicitly valuing who our EMLs are, including their histories, experiences, languages, and cultures. Central to equity-focused liberatory education that actively affirms and values who our EMLs are is a belief in our own transformative power to create counter-hegemonic spaces in our schools for EMLs and educators to voice and achieve their full identities and aspirations. Without this access, our most vulnerable students are left without crucial opportunities to become their full and best selves, to create themselves as powerful players in their own lives and in the life of their communities.

### 3. ESTABLISH POWERFUL RELATIONSHIPS THAT NURTURE EQUITY & SUCCESS.

Jackson (2011) points out that students fare best cognitively, socially, and emotionally when they know they are liked, appreciated, and valued as part of a vibrant, caring community. Positive relationships stimulate oxytocin, positively impacting both the motivation and the memory capacity critical for learning. Establishing powerful relationships that nurture success requires that teachers know their EMLs and their communities and that EMLs see teachers and staff as their advocates and supporters. EMLs will look for teacher behaviors that they see as evidence that the teacher respects them and their cultures,



languages, and communities. We know that relationships are everything. Many students will refuse to learn from teachers who they don't believe care about them, respect them, or have their best interests at heart.

#### 4. ENGAGE EMLS ACTIVELY IN THE LEARNING PROCESS. AMPLIFY EML VOICE.

As Jackson (2011) emphasizes, encouraging students to voice their interests, perspectives, reflections, and opinions and enabling them to make personal contributions is not only motivating but also builds the confidence, agency, academic language, investment, and skill EMLs need to join wider communities of learners and doers in the world outside of school. We can engage EMLs actively in the learning process by focusing their attention on challenging thinking and requiring that they use oral and written language in the target language(s) and English to communicate and concretize their thinking. We can connect the learning to EMLs' real lives and engage them in creating authentic products that add value to the EMLs, their families, their schools, and their communities.

#### 5. CREATE ENVIRONMENTS OF ENRICHMENT, NOT REMEDIATION, THAT ENGAGE EMLS' MULTILINGUAL REPERTOIRES.

Enrichment, Jackson (2011) notes, taps students' interests, generates strengths, expands their cognitive capacity, and guides them to apply what they know in novel situations for self-actualization. The research is clear on the power of creating learning environments of enrichment rather than remediation, which teachers can do by treating EMLs as gifted and organizing language and content learning experiences that allow them to behave and produce as gifted students and scholars. As Cummins underscores, this includes engaging EMLs' multilingual repertoires as powerful resources for learning.

#### 6. SITUATE LEARNING IN THE LIVES OF EMLS. CONNECT TO THEIR LIVES.

Jackson (2011) states that students perform most effectively when they can connect new learnings to what is relevant and meaningful to them. These connections validate their lived experiences, activating the focusing of the brain through its Reticular Activating System (RAS). Without such personal connections, the new learnings are not likely to be retained and used effectively. Learning is best situated in the lives of EMLs by using culturally and linguistically sustaining strategies that validate EMLs as knowers and that use their lives, languages, cultures, experiences, and current knowledge as the starting point for learning. When teachers do this, they communicate to EMLs that their experiences count and that who they are counts. When we engage parents and community in this manner, we are much more likely to understand how to connect learning to EMLs' lives beyond the classroom and build on the historical and current family and community funds of knowledge.

#### 7. ELICIT HIGH INTELLECTUAL PERFORMANCES THAT HELP CONNECT EMLS' IDENTITIES TO ACADEMIC ENGAGEMENT.

According to Jackson (2011), students crave challenges. Their intelligence flourishes when they are asked to think at high levels about complex issues, demonstrate what they know in creative ways, and develop useful habits of mind such as reflection, raising substantive questions for deeper understanding, and thinking flexibly and innovatively. Teachers can elicit high intellectual performances by making sure the curriculum is multilingual, multicultural, well-articulated, relevant, and rich. Cummins adds that they intentionally invite EMLs into cognitively complex work and inquiries in ways that allow EMLs' curiosities to be engaged and for EMLs to experience a series of linked successes, in this way connecting their identities to academic engagement. Such teachers take advantage of what we know about how the brain works best to structure brain-compatible experiences for EMLs. Most importantly, they carefully plan activities that prime EMLs for cognitively demanding work, they use processes that allow EMLs to engage in meaningful ways with the content, and they organize activities designed to help EMLs retain and retrieve what they learn - all in linguistically and culturally sustaining contexts.

#### 8. ADDRESS THE PREREQUISITES FOR LEARNING, INCLUDING INCORPORATING PEDAGOGICAL PRACTICES THAT CHALLENGE COERCIVE RELATIONS OF POWER.

Jackson (2011) underscores that foundation schema-building activities are critical so that students have the right foundations for learning new information and acquiring new skills. This foundation heightens EMLs' understanding, competence, confidence, and motivation. We address the prerequisites for learning by making sure that EMLs have what they need to be successful learners and students. This includes the resources -academic, social, health, nutritional and so forth-- we provide to EMLs, as well as explicitly teaching to bridge gaps in EMLs' academic and linguistic preparation and engaging EMLs in enriched learning experiences that may not be available to them outside of our schools. It means working with families in ways that expand their capacity to contribute to their children's school success, not just inviting them to serve as passive listeners to our own ideas and plans. When teachers incorporate pedagogical practices that challenge coercive relations of power that often play out in classrooms, as stressed by Cummins, they provide EMLs with the necessary tools to "talk back" to the stereotypes and biases that diminish them as powerful learners.

## HIGH INTELLECTUAL PERFORMANCE/ACADEMIC ENGAGEMENT & THE PEDAGOGICAL PRINCIPLES



### PRIORITY #2:

Second, in the context of Emergent Multilinguals, we must make multilingual/multicultural learning (and the teaching that leads to powerful multilingual/multicultural learning) public and visible to our entire Oxnard community. We must create classrooms, schools, and communities where Emergent Multilinguals, teachers, administrators, staff, and parents:

- Know what powerful multilingual/multicultural teaching and learning looks like and see it exhibited regularly in and out of school. They are familiar with excellent Emergent Multilingual teaching and learning. They know what to look for in and out of the classroom. They know where excellent teaching and high level learning is happening and can articulate how to identify it and what makes it so powerful.
- Know what to do to produce consistently high quality Emergent Multilingual learning results. They understand the role of quality feedback in improving learning. They are familiar with the conditions for optimal learning. They can converse easily about what they can do in their specific roles to support high quality learning results for Emergent Multilinguals.

- Hold each other responsible for high quality Emergent Multilingual teaching and learning. They understand their respective roles in ensuring that teaching and learning, whether in the classroom, in the home, or in the community, meet the highest level of quality. They understand what is meant by "quality," and can point to examples. Their expectations are high for themselves and each other, and they have a repertoire of support strategies to draw on when they or others need help.
- Expect that work is "done" only when it meets publicly agreed-upon standards of quality. They are clear about what is meant by quality and can articulate its features or characteristics. They have collaborated to determine what their common standard(s) of quality should be and are familiar with work that exemplifies that standard. When they see work that doesn't meet the standard, they have a set of tools, supports, and protocols for providing the needed assistance to raise the quality of the work.
- Work together to create Emergent Multilinguals environments of high intellectual performance throughout the school and community. They meet regularly to discuss how best to collaborate on behalf of Emergent Multilingual success. They consider the whole city their campus and work together to identify learning opportunities for Emergent Multilinguals not only in the school, but in the home and community as well. They celebrate successes and use these to strengthen multilingual pathways and programs.

## APPENDIX 10

# ACCESS TO ACCELERATED & SPECIAL EDUCATION SERVICES FOR EMERGENT MULTILINGUAL LEARNERS

The following actions will be implemented to ensure equitable access for Emergent Multilinguals to Accelerated and Special Education services.

### ACCELERATED PROGRAMS & SERVICES

Emergent Multilingual Learners will have access to gifted and talented programs and services and accelerated instruction as appropriate and to the same degree as non-Emergent Multilingual students.

1. ENSURE THAT EMERGENT MULTILINGUALS WHO QUALIFY FOR GATE SERVICES/ACCELERATED LEARNING HAVE ACCESS TO MULTILINGUAL PATHWAYS, PROGRAMS, AND SERVICES.

The GATE and the Emergent Multilingual Learner Teams will collaborate to establish multilingual program options for Emergent Multilinguals qualifying for GATE services.

2. ENSURE THAT QUALIFYING EMERGENT MULTILINGUALS RECEIVE GATE SERVICES/ACCELERATED LEARNING AND APPROPRIATE LANGUAGE ACQUISITION SERVICES.

Where an alternative to multilingual program placement is necessary, ensure that qualifying Emergent Multilinguals receive GATE/Accelerated Learning services and appropriate language acquisition services through a model or some other combination of services that include culturally and linguistically sustaining supports.

3. PROVIDE GATE PROGRAM/ACCELERATED LEARNING SETTINGS THAT INCLUDE MULTILINGUAL PATHWAYS.

The district will ensure that GATE programs/Accelerated Learning include multilingual pathway options for all GATE-eligible Emergent Multilinguals.

4. MONITOR EMERGENT MULTILINGUAL PARTICIPATION IN GATE/ACCELERATED LEARNING.

By September 2024, the district will design and implement a data collection system that enables the District to track

students by language proficiency status at each stage in the GATE/Accelerated Learning identification and services process.

- a. Student Data: This system will include tracking the following information for each student referred to GATE/Accelerated Learning in mid-spring semester: school, grade, language proficiency status (EL, IFEP, RFEP, EO<sup>67</sup>), eligibility finding, and placement decision. Comparative data from two consecutive years will track changes in identification patterns/trends, including disaggregation by language status, language, grade, school, and GATE identification category.
- b. School Data: At least once a year, the district will review that year's data as well as consecutive/multiple year data to determine districtwide and school number/percent of Emergent Multilinguals referred to, identified for, and receiving GATE services/Accelerated Learning and whether these are proportionate to Emergent Multilingual populations within the larger district/school populations. Where school data reveal disproportions, strategies will be developed to assist those schools in increasing Emergent Multilingual GATE/Accelerated Learning referrals to, identification for, and participation in GATE/Accelerated Learning services.

## 5. IMPLEMENT PARENT OUTREACH STRATEGIES.

The district will implement parent outreach strategies to inform parents of Emergent Multilinguals in their primary language about the GATE program/Accelerated Learning, including what the program offers, the referral process, and how to obtain more information. These strategies will include, but not be limited to, GATE/Accelerated Learning information in the predominant primary languages on the district's website, and placing an item regarding the GATE program/Accelerated Learning on the agenda of at least one SSC/ELAC meeting at each school site annually and one DELAC meeting annually.

## 6. ADDRESS THE PARTICULAR NEEDS OF EMERGENT MULTILINGUALS IN THE GATE/ACCELERATED LEARNING REFERRAL, EVALUATION, AND PLACEMENT PROCESS.

The following actions are designed to address Emergent Multilingual needs at all points in the GATE/Accelerated Learning process:

Referral. The district's Multi-Tiered Systems of Support Team (MTSS), which is a site-based body that may make

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<sup>67</sup> English Learners, Initially Fluent English Proficient, Reclassified Fluent English Proficient, English Only

GATE/Accelerated Learning referrals, will consistently implement procedures for pre-referral, intervention, and referral for GATE evaluation that take into consideration the linguistic and cultural background of students, including:

- Providing a consult with at least one certificated staff person with a bilingual or ELD certification for student study team (SST) meetings concerning Emergent Multilinguals.
- Fully considering the language background and all language-related issues of Emergent Multilinguals when making the decision to assess Emergent Multilinguals for GATE /Accelerated Learning evaluation.
- Using MTSS forms that include information about the students' primary language proficiency assessment results, educational history, and state-identified English Learner proficiency assessment scores. These forms shall be completed and fully considered with respect to each Student Study Team meeting held for Emergent Multilinguals.

Evaluation of Emergent Multilinguals for GATE/Accelerated Learning. The district's GATE Department is responsible for determining GATE eligibility, including the following steps:

- Assess Emergent Multilinguals for GATE/Accelerated Learning eligibility in each student's primary language.
- Provide Emergent Multilinguals with initial or subsequent evaluations by qualified specialists who are proficient in the students' primary language. To the extent that such personnel are currently unavailable to the district, the district will make its best efforts to locate and obtain the services of such personnel.
- Evaluation reports will address the validity and reliability of the assessments used in light of the student's language background and will be interpreted in a language accessible to the student's parents.

Placement of Emergent Multilinguals in GATE/Accelerated Learning. Placement teams will take into account each student's particular needs as an Emergent Multilingual when determining appropriate GATE/Accelerated Learning placement.

- The person who conducts the eligibility assessment will provide the team with information to help the team understand the impact of the student's giftedness as it relates to an Emergent Multilingual. Teams will consult with at least one certificated staff person with the appropriate CTC Bilingual/ELD Authorization who can assist the team in determining what GATE/Accelerated Learning services are appropriate to provide the Emergent Multilingual with accelerated access to core curriculum instruction.

7. ENSURE THAT ALL GATE/ACCELERATED LEARNING TEACHERS ALSO HOLD THE APPROPRIATE CTC BILINGUAL/ELD CERTIFICATION.



The district will reaffirm its commitment to hiring GATE/Accelerated Learning teachers who also hold a CTC bilingual authorization, and as its second priority, hiring GATE/Accelerated Learning teachers with a CTC ELD certification. If such candidates are not available, the district will make hiring of new GATE/Accelerated Learning teachers contingent on commitment to pursue a CTC Bilingual Authorization.

## SPECIAL EDUCATION SERVICES

1. ENSURE THAT EMERGENT MULTILINGUALS WHO QUALIFY FOR SPECIAL EDUCATION SERVICES HAVE ACCESS TO MULTILINGUAL PATHWAYS, PROGRAMS, AND SERVICES.

The Special Education Department and the Emergent Multilingual Learner Team will collaborate to establish multilingual pathway/program options for Emergent Multilinguals qualifying for special education services. As part of the placement of Special Education Emergent Multilinguals in multilingual programs, staff will ensure that the IEP contains culturally and linguistically appropriate goals.

2. WHERE AN ALTERNATIVE TO MULTILINGUAL PROGRAM PLACEMENT IS NECESSARY, ENSURE THAT QUALIFYING EMERGENT MULTILINGUALS RECEIVE SPECIAL EDUCATION SERVICES AND APPROPRIATE LANGUAGE ACQUISITION SERVICES through one of the models below or some other combination of services. Notwithstanding the list below, services will be determined based on the individual needs of the student, as required by state and federal law.

- Instruction by a teacher who holds a CTC Bilingual Authorization and special education certification.
- Team-teaching by a teacher who holds a CTC Bilingual Authorization and a special education certified teacher.
- Instruction by a teacher with both ELD and Special Education certifications with the support of a primary language paraprofessional or mentor.
- Team-teaching by an ELD-certified teacher and a special education-certified teacher with the support of a primary language paraprofessional or mentor.
- Consultation between a certified special education teacher and a teacher who holds a CTC Bilingual Authorization.

3. ADDRESS THE PARTICULAR NEEDS OF EMERGENT MULTILINGUALS IN THE SPECIAL EDUCATION REFERRAL, EVALUATION, AND PLACEMENT PROCESS.

The following actions are designed to address Emergent Multilingual needs at all points in the special education process:

Referral. The district's Multi-Tiered System of Supports Team (MTSS), which is a site-based body that may make special education referrals, will consistently implement procedures for pre-referral, intervention, and referral for



special education evaluation that take into consideration the linguistic and cultural background of students, including:

- Providing a consult with at least one certificated staff person with a bilingual or ELD certification for student study team (SST) meetings concerning Emergent Multilinguals.
- Fully considering the language background and all language-related issues of Emergent Multilinguals, including lack of academic progress in an appropriate multilingual pathway, and carefully document Emergent Multilinguals' student information when making the decision to assess Emergent Multilinguals for special education evaluation.
- Using MTSS forms that include information about the students' primary language proficiency assessment results, educational history, and state-identified English Learner proficiency assessment scores. These forms shall be completed and fully considered with respect to each Student Study Team meeting held for Emergent Multilinguals.

Evaluation of Emergent Multilinguals for Special Education. The district is responsible for determining special education eligibility, including the following steps:

- Assess Emergent Multilinguals for special education eligibility in each student's primary language.
- Provide Emergent Multilinguals with initial or subsequent evaluations by qualified specialists who are proficient in the students' primary language. To the extent that such personnel are currently unavailable to the district, the district will make its best efforts to locate and obtain the services of such personnel.
- Evaluation reports will address the validity and reliability of the assessments used in light of the student's language background and will be interpreted in a language accessible to the student's parents.

Placement of Emergent Multilinguals in Special Education. Individual Education Plan (IEP) teams will take into account each student's particular needs as an Emergent Multilingual, such as the need for special language assistance, when determining appropriate special education services.

- The person who conducts the eligibility assessment will provide the IEP team with information to help the team understand the impact of the student's disability as it relates to an Emergent Multilingual. IEP teams should include or consult with a certificated staff person with the appropriate CTC Bilingual/ELD Authorization who can assist the IEP team in determining what special education services are necessary to provide the Emergent Multilingual with access to core curriculum instruction. If English language acquisition or primary language services are necessary for a child to receive a free appropriate public education (FAPE) under special education law, a description of such services will be written into the IEP.

- Upon parental request, the district will translate IEPs for parents of Emergent Multilinguals in a timely fashion.
  - When the district notifies a parent of an Emergent Multilingual of an IEP meeting, the notice will be in the parent's primary language and will inform the parent of the right to request an interpreter at the IEP meeting. This notice will explain to the parent how to request an interpreter. When parents make such requests with reasonable notice, the district will provide adequate interpreter services at IEP meetings.
4. MAINTAIN THE REQUIREMENT THAT ALL SPECIAL EDUCATION TEACHERS ALSO HOLD THE APPROPRIATE CTC BILINGUAL/ELD CERTIFICATION.  
The district will reaffirm its commitment to hiring special education teachers who also hold a CTC bilingual authorization, and as its second priority, hiring special education teachers with a CTC ELD certification. If such candidates are not available, the District will make hiring of new special education teachers contingent on commitment to pursue a CTC Bilingual Authorization.
  5. PROVIDE SPECIAL EDUCATION PROGRAM SETTINGS THAT INCLUDE MULTILINGUAL PROGRAM PATHWAYS.  
The district will ensure that Special Education programs include multilingual pathway options for all Special Education-identified Emergent Multilinguals, taking into account their special needs and anticipated higher levels and potentials.
  6. SUPPORT EFFORTS TO EXPAND THE POOL OF TEACHERS WITH MULTIPLE AUTHORIZATIONS TO PROVIDE SERVICES TO DUAL-IDENTIFIED STUDENTS.  
Encourage current teachers to pursue additional authorizations (Special Education/GATE and bilingual/ELD) to serve targeted populations. Support the recruitment of new teachers who possess multiple/additional authorizations. Partner with local universities in these efforts. Establish career ladder programs that support bilingual paraprofessionals in securing their teaching credentials with authorizations in GATE and Special Education.

## APPENDIX 11

# STAFF RECRUITMENT & REQUIREMENTS

### TEACHER CERTIFICATION REQUIREMENTS

Instructional Program	Grade Level(s)	Proper Authorization
Structured English Immersion	TK - 8	Bilingual Authorization/BCLAD or equivalent OR EL Authorization/CLAD or equivalent with bilingual paraeducator to provide primary language support when needed
English Language Mainstream	6 - 8	Bilingual Authorization/BCLAD or equivalent OR EL Authorization/CLAD or equivalent with bilingual paraeducator to provide primary language support when needed
Transitional Bilingual Education	2 - 3	Bilingual Authorization/BCLAD or equivalent
Dual Language	TK - 8	EL Authorization /CLAD or equivalent (for English teachers)
Newcomer	3-5 and 6-8	Bilingual Authorization/BCLAD or equivalent OR EL Authorization /CLAD or equivalent with bilingual paraeducator to provide primary language support when needed

### RECRUITMENT PROCEDURES

#### TEACHERS

The district Director of Teaching and Learning works closely with the Assistant Superintendent of Human Resources and the Human Resources Department staff on issues of recruitment, interviews, and recommendations to site administrators. The following steps taken each year constitute the district's approach to recruitment of teachers for EMLs. Each spring, following the annual R-30 Language Census report, the Director of Teaching and Learning and principals work collaboratively to plan regarding the need for adequate numbers of qualified teachers to fully implement the EML pathways and programs

at each school site. A decision is made regarding the anticipated number of classes that will be considered necessary to meet the program needs of the school's EMLs in the coming year.

The principal, with support from the Assistant Superintendent of Human Resources and the Director of Teaching and Learning, will develop a proposed staffing plan for the school, based on projected numbers of EMLs and program enrollment. This plan is reviewed each spring by the Director of Teaching and Learning and Human Resources staff. Vacancies are posted as necessary, listing required Commission on Teacher Credentialing (CTC) authorizations for the positions. Working together, district Human Resources staff and site administrators assign properly credentialed teachers to specific programs requiring their specialized expertise. When a sufficient number of authorized teachers are not available to fill all openings, the teachers who are assigned to these classrooms must enroll in approved training programs for the necessary authorizations.

Advertising and recruitment efforts are undertaken, internally and externally, until all positions are filled. These efforts include:

- (1) Job announcements sent to the following types of organizations:
  - Educational placement centers with teacher training programs at private, UC and CSU campuses
  - Major educational organizations including those associated with language minority students
  - County Offices of Education
  - Local school sites, the district's Department of Human Resources, and the district's Enrollment Center
  - Colleges and universities identified as having a pool of potential bilingual teacher candidates, including departments such as Teacher Education, California Mini-Corps and teacher internship offices
  
- (2) Advertisements placed as needed in appropriate newspapers and organizational newsletters such as the following:
  - Local community newspapers, including Spanish language
  - Newsletters of bilingual educator organizations such as the California Association of Bilingual Education (CABE) and the National Association for Bilingual Education (NABE)
  - National Education Association (NEA), California Teachers Association (CTA), American Federation of Teachers (AFT) and California Federation of Teachers (CFT) publications
  - Bilingual media (radio, television, publications)
  
- (3) Recruiting booths at conferences such as:
  - National Association for Bilingual Education (NABE) when the conference is held in California
  - California Association for Bilingual Education (CABE)



- Association of Mexican American Educators (AMAE)
- Career Day events at local colleges/universities and secondary schools, where the district provides information concerning needs for bilingual teachers and paraprofessionals, employment opportunities and procedures for hiring
- Use of informal contacts in the community and/or local community organizations to identify potential local candidates

In addition, the district is committed to developing and implementing a career pathway program for teachers leading to leadership positions through attainment of specialist and administrative credentials.

### PARAEDUCATORS

The need for paraeducator positions is determined in the same way as described above for teachers. In addition to the above, the district is committed to developing and implementing a career ladder program for paraeducators leading to attainment of teaching credentials. This is being supported through the OSD Teacher Pathways program.

## APPENDIX 12

# EVALUATION DESIGN AND GOALS

Several evaluation questions guide the data inquiry, and the analysis cycle for each of the goals and evaluation activities focus on these evaluation questions.

### EVALUATION DESIGN– GOALS AND EVALUATION QUESTIONS

GOALS	EVALUATION QUESTIONS	EVIDENCE
1. EML pathways and programs are effectively and comprehensively implemented.	1.1 Are EML pathways and programs comprehensively, consistently, and effectively implemented in ways that are aligned to Oxnard MÁS and that meet or exceed requirements of state and federal law? 1.2 To what extent is Oxnard MÁS utilized by teachers, support staff, administrators, and parents as a tool to meet the needs of EMLs and staff? 1.3 What percentage of schools have implemented a dual language education pathway of program? 1.4 Have any dual language education pathways added a third language?	<ul style="list-style-type: none"> <li>■ Principal Assurances Checklist</li> <li>■ EL Program Reviews</li> <li>■ Meeting Agendas</li> <li>■ Surveys</li> <li>■ Site Visits (District and Site Initiated)</li> <li>■ Instructional Schedule Review</li> </ul>
2. All EMLs are making appropriate progress on attaining the OSD Learner Profile Competencies.	2.1 What percentage of EMLs are meeting grade-level benchmarks for each of the seven Learner Profile Competencies? 2.2 What percentage of 5 <sup>th</sup> grade EMLs have mastered the elementary-level Learner Profile competencies? 2.3 What percentage of 8 <sup>th</sup> grade EMLs have mastered the secondary-level Learner Profile competencies? 2.4 What percentage of 5 <sup>th</sup> grade EMLs have successfully completed the elementary Learner Profile portfolio? 2.5 What percentage of 8 <sup>th</sup> grade EMLs have successfully completed the secondary Learner Profile portfolio? 2.6 What percentage of 5 <sup>th</sup> grade EMLs have successfully presented their Learner Profile defense?	Benchmarks, metrics, and progress monitoring systems and instruments are under development.

GOALS	EVALUATION QUESTIONS	EVIDENCE
	2.6 What percentage of 8 <sup>th</sup> grade EMLs have successfully presented their Learner Profile defense?	
2a. All EMLs are on a path to developing high-level multilingual proficiency in L1 and English and are making appropriate annual progress.	2a.1 What percentage of all students (ELs, IFEPs, RFEPs, EOs) participating in these programs score standards "Met" or "Exceeds" in reading/language arts and mathematics on the Spanish versions of the state standards test? 2a.2 What percentage of all students (ELs, IFEPs, RFEPs, EOs) participating in these programs score at the "Met" or "Exceeds" proficiency level in English Language Arts and Mathematics on the California Standards Tests? 2a.3 What percentage of all students (ELs, IFEPs, RFEPs, EOs) qualify for the Oxnard School District Seal of Bilingual Pathway Award? 2a.4 Are EMLs acquiring English language proficiency at a rate that is consistent with EML program expectations? 2a.5 Are 75% or more of EMLs reaching reasonable fluency on the ELPAC in 5 years or less? 2a.6 Are EML students who are currently receiving ELD services progressing academically relative to program goals or expectations?	<ul style="list-style-type: none"> <li>■ Spanish version of state standardized test</li> <li>■ CAASPP ELA, Math (grades 3–8)</li> <li>■ Bilingual Pathway Award Records</li> <li>■ ELPAC Assessment Results</li> <li>■ Reclassification Data</li> <li>■ ELSSA</li> </ul>
2b. All EMLs are on a path to developing high-level academic success in all core curriculum areas, including preparation for college/career success.	2b.1 Is the number of LTEL students in grades 5 through 8 decreasing by 5% annually? 2b.2 Are EML and RFEP performing academically at a rate that is consistent with EOs? 2b.3 Is there an increase in the percentage of EMLs obtaining "B" or better in core courses in intermediate grades? 2b.4 Are EMLs proportionally represented in Special Education and GATE referrals?*** 2b.5 What percentage of EMLs participate in college-going culture, career exploration, AVID, and career academies/pathways? How does this compare to EO students? 2b.6 What percentage of Oxnard Ever-ELs successfully complete the a-g sequence in high school? 2b.7 What percentage of Oxnard Ever-ELs enter a four-year university or college upon graduation from high school?	<ul style="list-style-type: none"> <li>■ District developed Summative Assessments</li> <li>■ Reclassification Data</li> <li>■ Language Appraisal Team Monitoring</li> <li>■ CAASPP Results in All Subjects Assessed (grades 3–8)</li> <li>■ District report cards</li> <li>■ Participation rates in electives and extracurricular activities</li> <li>■ Special Education and Gate Referral and Participation Data</li> <li>■ Feeder District Data</li> </ul>



GOALS	EVALUATION QUESTIONS	EVIDENCE
2c. All EMLs are on a path to developing high-level multicultural and global competency.	2c.1 Are all EMLs developing and applying their diverse linguistic and cultural knowledge in multiculturally and globally responsible ways that reflect their own sense of identity, agency, and global competency? 2c.2 What percentage of EMLs are engaged in activities focused on investigating globally significant issues in the world beyond their immediate environment, framing significant problems and conducting well-crafted and age-appropriate research? 2c.3 What percentage of EMLs are able to successfully recognize perspectives, others' and their own, articulating and explaining such perspectives thoughtfully and respectfully? 2c.4 What percentage of EMLs are able to successfully communicate ideas effectively with diverse audiences, bridging geographic, linguistic, ideological, and cultural barriers? 2c.5 What percentage of EMLs are engaged in activities focused on taking action to improve conditions, viewing themselves as players in the world and participating reflectively? 2c.6 What percentage of EMLs are able to interact positively with people from other language, ethnic, and cultural groups?	Benchmarks, metrics, and progress monitoring systems and instruments are under development.
2d. All EMLs are on a path to developing high-level social-emotional skills, including agency, self-confidence, identity, and voice.	2d.1 What percentage of EMLs demonstrate a healthy sense of identity, self-confidence/self-esteem, and voice/agency? 2d.2 What percentage of EMLs have strong/positive feelings about their parents and families? 2d.3 What percentage of EMLs feel a sense of belonging and connection to their school? 2d.4 What percentage of EMLs can identify strategies for challenging positively bias, racism, and linguisticism when they experience these? 2d.5 What percentage of EMLs are able to form and sustain positive relationships? 2d.6 What percentage of EMLs are able to experience, manage, and express emotions? 2d.7 What percentage of EMLs are able to explore and engage with the environment? 2d.8 What percentage of EMLs are able to manage information overload? 2d.9 What percentage of EMLs are able to prioritize tasks?	<ul style="list-style-type: none"> <li>■ Attendance Records</li> <li>■ Student Records</li> <li>■ Special Education and GATE</li> <li>■ Data</li> <li>■ Discipline Records</li> <li>■ Healthy Kids Surveys</li> </ul> Additional benchmarks, metrics, and progress monitoring systems and instruments are under development.



GOALS	EVALUATION QUESTIONS	EVIDENCE
	<p>2d.10 What percentage of EMLs are able to filter distractions and stay focused despite distractions?</p> <p>2d.11 What percentage of EMLs are able to effectively plan and meet their goals?</p> <p>2d.12 What percentage of EMLs are able to practice self-control?</p> <p>2d.13 To what extent are Ever-ELs over- or under-represented in referrals to and participation in GATE and Special Education?</p> <p>2d.14 What percentage of EMLs have excessive absences and tardies, and how does this compare to EO percentages?</p> <p>2d.15 What percentage of EMLs have been suspended, expelled or suffered other disciplinary action, and how does this compare to EO percentages?</p> <p>2d.16 What percentage of EMLs have been retained in grade, and how does this compare to EO percentages?</p> <p>2d.17 What percentage of EMLs drop out of school, and how does this compare to EO percentages?</p>	
<p>3. We consistently monitor the success of the most vulnerable EMLs and ensure that they are provided with effective asset-oriented interventions.</p>	<p>3.1 What percentage of EMLs are referred for/receive intervention services?</p> <p>3.2 What percentage of EMLs are provided with Catch-Up Plans?</p> <p>3.3 What percentage of EMLs who receive intervention services no longer need those services after a semester? A year?</p>	<ul style="list-style-type: none"> <li>■ Intervention Referral Records</li> </ul>
<p>4. Family/Parent engagement and empowerment programs are expanding and improving yearly, resulting in increased meaningful participation by parents of Ever-</p>	<p>4.1 Are parents of EMLs and RFEPs as likely as parents of EOs to participate in school activities (parent-teacher conferences, volunteer in class, etc.)?</p> <p>4.2 Is the rate of parent engagement increasing at meetings and parent conferences?</p> <p>4.3 What measures are used to ensure that parents are knowledgeable about EML program placement, language acquisition, the benefits of multilingualism, and their child's academic progress?</p>	<p>Sign-in sheets Meeting Agendas Surveys Parent Trainings EML Master Plan</p>

GOALS	EVALUATION QUESTIONS	EVIDENCE
ELs (EMLs and RFEPs).	4.4 To what extent are parents of Ever-ELs represented in leadership positions in SSCs and other parent engagement groups?	

\*\*The state criteria for annual progress on the ELPAC for students at level 1-3 overall is gain of one level per year; for students at Level 4 overall, gain on subtest until all are at Level 3 or higher (i.e., reasonable fluency); for students at reasonable fluency, maintenance of that status until reclassified.

### MONITORING PROGRAM IMPLEMENTATION

GOAL	EVIDENCE	DATA COLLECTION	MONITORING TIMELINE	PERSON(S) RESPONSIBLE
1. EML programs are fully implemented	Principal Assurances Checklist  EML Program Reviews Meeting Agendas Surveys	1a. Document Reviews Home Language Survey, alternative program, program placement, reclassification and reclassification follow up  Principal's Assurance Checklist  Program Evaluation Data Collection Form  1b. District-facilitated self-reviews aligned with FPM process	1a. Annually  1b. Rotating cycle based on FPM review timelines.	1a. Site Administrator  District Leadership under the Direction of the Director of Teaching and Learning  1b. Site Administrator District Leadership under the Direction of the Director of Teaching and Learning
2. Parents of EMLs and RFEPs participate meaningfully in their children's education.	Sign-in sheets  Meeting Agendas  Surveys	2a. Principal's Assurances for EML Programs Checklist  2b. Sign-in Sheets, Meeting Agendas, Surveys	2a. and 2b. On-going based on required parent meetings and regularly scheduled parent community engagement activities	2a. Site Administrator District Leadership under the Direction of the Director of Teaching and Learning  2b. Site Administrator
3. All EMLs will achieve full	ELPAC assessment results	3a. ELPAC Results	3a. Annually	3a., 3b. and 3c.

GOAL	EVIDENCE	DATA COLLECTION	MONITORING TIMELINE	PERSON(S) RESPONSIBLE
proficiency in English.	District Developed Summative Assessment results ELSSA	3b. District Developed Summative Assessment Results 3c. Analysis of ELPAC growth - ELSSA by school, language group, and program	3b. According to assessment timelines  3c. Annually	District Leadership under the Direction of the Director of Teaching and Learning  Site Administrators  Teachers
4. EMLs will achieve academic success comparable to EOs.	CAASPP ELA, Math (grades 3-8) District-adopted standardized assessments  District report cards (intermediate)  Participation rates in electives and extracurricular activities such as Art, Music, Sports (intermediate)	4a. CAASPP performance data in ELA and Mathematics with Cross-sectional profiles of performance by ELPAC level as well as disaggregation of data by school, grade level, and language group	4a. Annually for state-mandated assessment; On a trimester basis aligned to grading cycles for report cards.	4a. Site Administrator  District Leadership under the Direction of the Director of Teaching and Learning
5. Rates for EMLs and RFEPs in categories indicating risk for school failure are no greater than those for EOs	Attendance Records Student Records CAASPP ELA, Math (grades 3-8)	5a. Data on suspensions, expulsions, other disciplinary actions, retentions, special education referrals, Student Study Teams, and GATE referrals	5a. Annually	5a. Site Administrators  District Leadership under the Direction of the Director of Teaching and Learning
6. Students enrolled in DLE pathways/ programs will master language	Spanish version of State Standardized Tests	6a. Analysis of EML reading and mathematics scores on CAASPP scores in ELA and Mathematics, and district	6a. 6b. Annually, fall semester.  6c. Annually, spring	6a - 6c. Site Administrators

GOAL	EVIDENCE	DATA COLLECTION	MONITORING TIMELINE	PERSON(S) RESPONSIBLE
skills in Spanish as well as English	CAASPP ELA, Math (grades 3-8)  Bi-literacy Pathway Award Records	developed summative assessments  6b. Analysis of Spanish version of State Standardized test and district-adopted summative assessments  6c. Biliteracy Pathway Award Criteria		District Leadership under the Direction of the Director of Teaching and Learning

### EXPECTED BENCHMARKS FOR EMLs

ENGLISH LANGUAGE PROFICIENCY (All EMLs)						
YEARS IN PROGRAM	1	2	3	4	5	6
ELPAC	I Novice	II Minimally Developed	III Somewhat Developed	IV Moderately Developed	V Moderately Developed	VI Well Developed
	Minimally Developed	Somewhat Developed	Moderately Developed	Well Developed	Well Developed	
ELD District Benchmark Assessment	Early Emerging	Early Emerging	Early Expanding	Exit Expanding		Bridging
English: CAASPP - ELA	Standards Not Met	Standards Not Met			Standards Nearly Met	Standards Met/Exceeded
English: CAASPP - Math	Standards Not Met	Standards Not Met			Standards Nearly Met	Standards Met/Exceeded
English: District Reading Benchmark	Standards Not Met	Standards Not Met			Standards Nearly Met	Standards Met/Exceeded
English: District Writing Assessment	0-1 Standards Not Met	1-2 Standards Not Met			3 Standards Nearly Met	3-4 Standards Met/Exceeded
English: District Math Benchmark	Standards Not Met	Standards Not Met			Standards Nearly Met	Standards Met/Exceeded

ACADEMIC ACHIEVEMENT (EMLS IN DUAL LANGUAGE EDUCATION PATHWAYS/PROGRAMS)						
YEARS IN PROGRAM	1	2	3	4	5	6
State Standardized Spanish Language Arts Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
State Standardized Spanish Math Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
Spanish: District Reading Benchmark	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
Spanish: District Writing Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
Spanish: District Math Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded

### EVALUATION & ACCOUNTABILITY: ROLES & RESPONSIBILITIES

ROLE	RESPONSIBILITIES
Student	<ul style="list-style-type: none"> <li>■ Attends school daily, arrives on time, and works for high achievement</li> <li>■ Participates in school activities</li> <li>■ Communicates regularly with parents, teachers, and support staff</li> </ul>
Parent	<ul style="list-style-type: none"> <li>■ Monitors and promotes EML's progress in academics, homework, attendance, and behavior through:               <ul style="list-style-type: none"> <li>✓ Support for EMLs in activities to promote student achievement</li> <li>✓ Regular communication re: student progress with student, teachers, and school</li> <li>✓ Attendance at parent conferences and school functions (e.g., Back to School Night, conferences)</li> <li>✓ Participation in school committees-----ELAC, Site Council, etc.</li> </ul> </li> </ul>
Classroom Teacher	<ul style="list-style-type: none"> <li>■ Implements specific EML programs as described in the EML Master Plan and provides instruction that aligns with state frameworks and district/state standards</li> <li>■ Ensures delivery of appropriate ELD instruction</li> <li>■ Monitors EML progress, reviews school/district data, uses data to modify instruction, reviews content and ELD standards and assessment procedures</li> </ul>

ROLE	RESPONSIBILITIES
	<ul style="list-style-type: none"> <li>■ Determines/implements differentiated strategies for EMLs and RFEP students</li> <li>■ Advocates for support services for students not meeting standards and benchmarks who may be at risk of retention or who require interventions in order to reach goals</li> <li>■ Attends team meetings and informs parents of progress and strategies to support students in meeting standards</li> <li>■ Uses data to understand and respond to student needs</li> </ul>
Principal	<ul style="list-style-type: none"> <li>■ Monitors all aspects of staffing for and instruction in EML programs, according to the Master Plan</li> <li>■ Monitors all procedures and legal requirements pertaining to EMLs at the school</li> <li>■ Monitors placement of EMLs and oversees reclassification process</li> <li>■ Reports periodically to district administration on implementation of EML programs and services</li> <li>■ Leads and participates in the analysis and use of data to facilitate student progress monitoring</li> <li>■ Provides leadership in all aspects of the educational program</li> <li>■ Provides leadership and responsiveness in working with parents and community through structures such as the EML Advisory Committee (ELAC)</li> </ul>
Assistant Principal	<ul style="list-style-type: none"> <li>■ Assists the principal in administration and monitoring of programs and services to Emergent Multilingual Learners</li> </ul>
Teacher on Special Assignment (TOSA)	<p>If assigned to a school site:</p> <ul style="list-style-type: none"> <li>■ Adheres to district policy and direction in support of EML programs</li> <li>■ Supports site administrator by monitoring student progress</li> <li>■ Serves as a resource for the Student Study Team and the Language Appraisal Team (LAT)</li> <li>■ Provides input on staff development opportunities and needs for teachers of EMLs</li> <li>■ Provides technical assistance and coaching support to teachers</li> <li>■ Assists with data collection and surveys</li> <li>■ Provides support and resources for parents of EMLs</li> </ul> <p>If assigned to the EML Services Department:</p> <ul style="list-style-type: none"> <li>■ Provides expertise in English Language Development, primary language instruction, student monitoring, and programs</li> <li>■ Assists with document reviews and has lead responsibility for supporting in-depth reviews</li> <li>■ Supports parent involvement (Parent Conferences, workshops, ELAC/DELAC)</li> <li>■ Visits assigned schools regularly and provides differentiated support to schools based on EML program implementation needs</li> <li>■ Supports site TOSA with EML-related duties</li> </ul>
Academic Counselor (Intermediate School)	<ul style="list-style-type: none"> <li>■ Assists with initial placements, using the Master Plan for EMLs as a guide</li> <li>■ Monitors progress of EMLs toward meeting language and academic benchmarks</li> <li>■ Assists with interpretation of student assessments, and collaborates with teachers, the site TOSA and others in devising individual program modifications and interventions, as needed</li> </ul>



ROLE	RESPONSIBILITIES
District English Learner Advisory Committee (DELAC)	<ul style="list-style-type: none"> <li>■ Reviews district-level data on program effectiveness and student achievement on an annual basis to frame recommendations for program improvement for the following year as part of its advisory role</li> <li>■ Reviews the Annual Language Census report</li> <li>■ Advises on issues relevant to EMLs in the district</li> <li>■ Works with other district committees</li> </ul>
English Learner Advisory Committee (ELAC)	<ul style="list-style-type: none"> <li>■ Reviews site-level data on program effectiveness and student achievement on an annual basis to frame recommendations for program improvement for the following year as part of its advisory role</li> <li>■ Reviews the Annual Language Census report</li> <li>■ Advises on issues relevant to EMLs at the site</li> <li>■ Works with other site committees</li> </ul>
Superintendent	<ul style="list-style-type: none"> <li>■ Evaluates district goals relative to the LEA and Title III Plans, including implementation of the EML Master Plan, student achievement, professional development, and evaluation and accountability</li> <li>■ Consults with the Director of Teaching and Learning regarding EML Coordinating Council</li> </ul>
Associate Superintendent of Educational Services	<ul style="list-style-type: none"> <li>■ Collaborates with and supports Superintendent</li> <li>■ Oversees compliance procedures relative to EML programs</li> <li>■ Analyzes district and school site data</li> <li>■ Provides overall support for EML Programs</li> <li>■ Meets with principals and administrators to review plans, program modifications, timelines for implementation, and support services for school site</li> <li>■ Oversees data collection, provides analysis, and presents reports</li> <li>■ Prepares annual EML evaluation report together with the Director of Teaching and Learning</li> <li>■ Collaborates with district staff and parent groups on annual program evaluation</li> </ul>
Director of Teaching & Learning	<ul style="list-style-type: none"> <li>■ Supports sites in implementing the EML Master Plan</li> <li>■ Monitors implementation of Master Plan, Evaluation Plan, and Monitoring Plan</li> <li>■ Reviews district and site EML data</li> <li>■ Monitors and supports implementation of the Title III Plan</li> <li>■ Monitors the instructional materials used in the classroom delivery of ELD and core curriculum to EMLs</li> <li>■ Develops work plan for, supervises, and works closely with TOSAs assigned to EML Services</li> <li>■ Meets with principals to review site plans for services to EMLs</li> <li>■ Monitors compliance and EML procedures at the site and district levels</li> <li>■ Works with other district-level administrators (Directors of Accountability, Special Education, Pupil Services, etc.) to provide ongoing training for site TOSAs, teachers, instructional assistants, and support staff (e.g., administrative assistants and school office staff)</li> <li>■ Works with Assistant Superintendent of Human Resources to ensure timely recruitment, hiring, and training of teachers for EML assignments</li> <li>■ Monitors assessments used for evaluation of EML progress</li> <li>■ Prepares the EML annual evaluation report</li> </ul>

ROLE	RESPONSIBILITIES
	<ul style="list-style-type: none"> <li>■ Shares results of evaluation with all stakeholders, including DELAC</li> <li>■ In consultation with the Superintendent, Chairs the EML Coordinating Council</li> </ul>
Assistant Superintendent of Human Resources	<ul style="list-style-type: none"> <li>■ Recruits and monitors placement of EML staff in collaboration with principals and the Director of Teaching and Learning</li> <li>■ Arranges/Publicizes EML or Bilingual Authorization training and other needed staff development to ensure implementation of Master Plan for EMLs in collaboration with the Director of Teaching and Learning</li> <li>■ Monitors credentials of all personnel working with EMLs</li> </ul>
Manager of Equity, Family and Community Engagement	<ul style="list-style-type: none"> <li>■ Supports EMLs and develops relationships with parents and community</li> </ul>



## APPENDIX 13

# POWERFUL PERFORMANCE ASSESSMENT

To use only standardized achievement tests is like casting a net into the sea – a net that is intentionally designed to let the most interesting fish get away. Then, to describe the ones that are caught strictly in terms of their weight and length is to radically reduce what we know about them. To further conclude that all the contents of the sea consist of fish like those in the net compounds the error further. We need more kinds of fish. We need to know more about those we catch. We need new nets.

Dr. William T. Randall

The word **ASSESSMENT** comes from the Latin root *assidere*, meaning to sit beside. In an educational context, assessment refers to the process of observing learning; describing, collecting, recording, scoring, and interpreting information about a student's or one's own learning. At its most useful, assessment is an episode in the learning process; part of reflection and autobiographical understanding of progress. Traditionally, student assessments are used to determine placement, promotion, graduation, or retention.

In the context of institutional accountability, assessments are undertaken to determine the principal's performance, effectiveness of schools, etc. In the context of school reform, assessment is an essential tool for evaluating the effectiveness of changes in the teaching–learning process.

The word **EVALUATION** refers to both qualitative and quantitative descriptions of pupil behavior plus value judgments concerning the desirability of that behavior. Evaluation involves using collected information (assessments) to make informed decisions about continued instruction, programs, and activities.<sup>68</sup>

As part of Oxnard MÁS there is the intent to build and implement valid, comprehensive, and culturally/linguistically sustaining assessment systems aligned to the Oxnard EMPOWERS and Oxnard MÁS values and designed to promote reflective practice and data–informed planning in order to improve academic/cognitive, linguistic, sociocultural, and social–emotional outcomes

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<sup>68</sup> Used with permission of the author, Francisca Sánchez, "In Support of a Comprehensive District Framework," May 2010.

for Emergent Multilingual Learners and other language learners. This requires the design and implementation of sophisticated and comprehensive assessment systems that include multiple measures and approaches, are ongoing, include teacher observations and judgments, and provide clear analyses of actual student work and performance. The specific assessment within such a system should help schools and communities know to a certainty how every student is doing. There must be structures available for classroom teachers to observe and assess students' progress on a daily basis and then apply what is learned from those assessments to their teaching. There must be reasonable benchmarks that allow teachers and students themselves to know how close they are to meeting the identified goals and standards. There must be ways of triangulating data so that judgments about student achievement and progress are not dependent on any single indicator. This system conforms to the highest level of technical standards, including data security and portability; reflects our values and the relevant research; includes teacher-created assessments, student self-assessment, the use of portfolio approaches, and samples of student work and the criteria/standards for that work; is integrated seamlessly with curriculum; matches the languages of instruction; and is tied to professional development to enhance our capacity to know deeply what students know and can do.

One essential tool in such an assessment system is performance assessment. To this end, Oxnard MÁS envisions a TK–8 culturally and linguistically sustaining web-based system of ongoing and timely performance assessment processes that incorporates principles of universal design and that by design responds to the assets and needs of all of our student populations, including our most marginalized student populations, Emergent Multilingual Learners; informs instruction in ways that accelerate student learning, cognition, and metacognition; makes students' brilliance and accomplishments visible; measures their progress across multiple modalities and intelligences in achieving high levels of 21st century success; and is easily and deeply accessible to students and parents. Within this vision of assessment, we design and regularly monitor assessments to ensure they:

- Are clearly situated within a comprehensive framework that includes both formative and summative assessments.
- Represent an asset-based evaluation/expectation for the school and district, recognizing and building upon current strengths as we move forward.
- Are culturally and linguistically sustaining.
- Meet the needs of diverse learners.
- Integrate seamlessly with the curriculum, inform instruction, and lead to action: questioning strategies, reflection on student dialogue, and ownership of learning.
- Reward effort and relentless persistence.
- Include the voices of all stakeholders, including practitioners and key naysayers.

- Result in information-sharing and strong collaboration.
- Require teachers to display ALL student work to begin the dialogue between students and teachers and teachers and teachers.
- Form part of an electronic archive for past and future assessment.
- Take into consideration practical realities yet are true to big ideas.
- Maximize the use of current and future fiscal and other resources.

We can group the purposes of district assessment into three types:

1. District Management and Leadership

District management and leadership requires evidence that can be summarized and analyzed. Scores that can be compared are of high value: Overall performance of the district; performance by school to determine staffing and resource priorities; policy analyses to predict for planning purposes, such quantities as the number of current 6th graders who will need tutoring to succeed in Algebra I in 8th grade. The use of evidence in communications with schools is a crucial use of assessment.

2. School Management and Leadership

School management and leadership includes the leadership team and teachers acting collectively school wide, in grade level groups, by department or other learning communities including informal social networks. Evidence can be used to make teacher and student assignments, what content, practices, and skills needs more time and resources (and from where the time will come).

3. Teaching and Learning

Teaching and Learning includes assessing the development of expertise by students in academic practices, the building of academic, linguistic, and sociocultural knowledge, development of skills and proficiencies, and personal development as responsible participants in the school learning community. Assessment embodies principles of academic motivation and youth development, fairness and transparency, feedback for learning, and integrity to academic goals of instruction.

This distinction among these three major uses of assessment helps us understand where performance-based assessment fits in the larger assessment picture. We can think of performance-based assessment as the cornerstone of teaching and

learning - a sort of "accomplishments" system to make visible the development of student expertise at the core of teaching and learning.

According to ASCD, "Performance assessment involves the demonstration and application of knowledge, skills, and work habits through what is known as a performance task. It is important that the task be meaningful and engaging to students. Tasks built around student interests engage students and help them make connections to their personal lives. To make tasks meaningful to students, provide an authentic audience to whom they will present their knowledge. This gives them a purpose to apply effort to the task. When students perform tasks that are meaningful and engaging to them, they are able to take ownership of their learning and effectively work, either independently or in collaboration, depending on the requirement of the task."<sup>69</sup> What is most essential to understand is that the core purpose of performance assessment is not to EVALUATE student learning, but to improve and expand it.

Well-designed performance assessments are a better tool than almost any off-the-shelf assessment or standardized test for gathering evidence about what students can do with their knowledge because performance assessments have the built-in capacity for students to apply knowledge to solve a problem or demonstrate a skill. In performance assessments, students demonstrate or construct something, and that work is assessed using observation and judgment, often using something like a rubric. Performance assessment is particularly useful for assessing students' achievement of complex or multiple/integrated learning standards (e.g., comparing how two authors writing in the same genre but in different languages use figurative language), assessing their ability to apply concepts they learned to solve problems (e.g., using their knowledge of the immigrant experience to create a supportive school environment for newcomers), and assessing skills (e.g., using presentation/public speaking skills). Until we provide students with opportunities to apply their knowledge in an authentic real world-like situation, neither they nor we will know how well they've actually learned what we want them to know.

As Tom Vander Ark notes, performance assessment is part of an approach to teaching and learning that values application over rote memorization. "In the act of learning, people obtain content knowledge, acquire skills, and develop work habits—and practice the application of all three to 'real world' situations. [Performance assessment] is the "application of knowledge, skills, and work habits through the performance of tasks that are meaningful and engaging to students. These tasks,

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<sup>69</sup> "Assessment: Designing Performance Assessments, Module 2, What Is Performance Assessment?" Tom Vander Ark. ASCD. 2011. [https://pdo.ascd.org/lmscourses/PD110C108/media/Designing\\_Performance\\_Assessment\\_M2\\_Reading\\_Assessment.pdf](https://pdo.ascd.org/lmscourses/PD110C108/media/Designing_Performance_Assessment_M2_Reading_Assessment.pdf)

occasionally marking gateways in learning, are strategically placed in the lesson or unit to enhance learning as the student 'pulls it all together.'<sup>70</sup> In fact, Daggett suggests that applying multi-faceted, interdisciplinary knowledge to real-world, unpredictable situations shows the highest level at which students can demonstrate conceptual understanding.<sup>71</sup>

Performance tasks must be carefully designed so that the student responses really do give evidence of the knowledge and skills we are trying to assess. Performance criteria must be clear and help students focus on those things, particularly, so they can "show what they know." Performance tasks help show students what real work in a discipline looks like - what it means to be a writer, mathematician, historian, or scientist, for example. And when students understand the criteria for success with a learning task and apply those criteria as they work, research shows that their performance - and their achievement - increases.<sup>72</sup> As we work on designing appropriate performance-based tasks, we also want to keep in mind the notion of Evidence-Centered Design put forth by Mislevy (1994, 1996):

Student Model	Exactly what do we want students to know, and how (well) do we want them to know it?
Evidence Model	What will we accept as evidence that the student has the desired knowledge?
Task Model	What tasks will students perform to demonstrate/communicate their knowledge?

In order to ensure authentic performance-based assessment, our assessment system should reflect the following characteristics<sup>73</sup>:

- It will assess what the student sees self as having control over, what s/he can improve by revising, resubmission, and so forth. This reflects integrity to human motivation research. (Dweck, Goode, Elliot)
- It will not assess what appears to be a trait that cannot be changed by the student through effort. Many tests have this property because they are not designed to be studied for. (Elliot)
- Work will be responded to, and revision will be a routine expectation. Only quality work will be accepted: students are expected to keep revising until the work meets the quality criteria.
- It incorporates transparency and integrity to fairness: criteria are public and taught. Examples of a variety of graded

<sup>70</sup> "Assessment: Designing Performance Assessments, Module 2, What Is Performance Assessment?" Tom Vander Ark. ASCD. 2011. [https://pdo.ascd.org/lmscourses/PD110C108/media/Designing\\_Performance\\_Assessment\\_M2\\_Reading\\_Assessment.pdf](https://pdo.ascd.org/lmscourses/PD110C108/media/Designing_Performance_Assessment_M2_Reading_Assessment.pdf)

<sup>71</sup> Rigor/Relevance Framework: A Guide to Focusing Resources to Increase Student Performance. Willard R. Daggett. International Center for Leadership in Education. 2014. <http://www.leadered.com/pdf/R&Rframework.pdf>

<sup>72</sup> "Performance Assessment: What Is It and Why Use It. Susan M. Brockhart. McGraw-Hill. December 12, 2016. <https://medium.com/inspired-ideas-prek-12/performance-assessment-what-is-it-and-why-use-it-1394712c5d3>

<sup>73</sup> "In Support of a Comprehensive District Framework." Francisca Sánchez. May 2010. (Based on personal conversations with Phil Daro)

work are displayed, not just the heroes. Whole class sets fill the hallways, proclaiming that the school is about academic and linguistic accomplishment.

- The assessment tasks are authentic and have project-based properties, meaningful to students and community, reflecting what a real-world professional might produce. Parents are proud; the community sees the students as accomplished.
- There is a catalogue of approved multilingual performance-based assessment tasks students can tackle.
- Every assessment task has built in language development, multiliteracy, and global readiness requirements. For example, social studies accomplishments require reading from target language primary and secondary sources and writing in specified genres based on standards, as well as oral presentations that incorporate the use of multimedia.
- Language, content, and other relevant standards are built into assessment task specifications: integrity to standards.
- It is an "all student" system, not a "some student" system.
- Classroom observation protocols pay attention to assessment tasks, as do community events; schools are interactive museums of student accomplishment for visitors and students.
- It becomes motivating for teachers to see their accomplishments on display.

Through Oxnard MÁS, we have the possibility of transforming the way in which we assess our Emergent Multilingual Learners and other language learners, ensuring that we start with the end in mind, clearly designing performance-based tasks that have our confidence, and that of our community, that they demonstrate our students' achievements in authentic manners that all can recognize and celebrate as evidence of their accomplishment . . . and as evidence that our teaching is coherent, powerful, and valuable enough to lead to those accomplishments.



## APPENDIX 14

# RESEARCH BASE FOR MULTILINGUAL LEARNING<sup>74</sup>

A significant body of research has established many benefits of multilingual learning. Studies on second language learning provide the following evidence: the "additive bilingual" immersion setting allows all students to learn two languages simultaneously without losing one language to learn another (Howard, Sugarman, Perdomo and Adder, 2005). Second-language learning enhances comprehension in the native language. Second language learners apply these reading and language analysis skills to their native language (Thomas and Collier, 2002). The mental discipline of learning a second language system increases intellectual flexibility and translates into higher achievement in all subject areas. The longer the exposure to the second language, the more significant the cognitive advantages to the student (Genesee and Lindholm-Leary, 2009). Knowledge of more than one language enables people to communicate in a variety of cultures and settings. A heightened level of multicultural awareness and communication skills foster intergroup contact and appreciation (Cummins, 1986; Ager 2005). Second language course content explores social studies, math, science and the arts, facilitating interdisciplinary perspectives and cross-cultural understanding (ACTFL 2006). Proficiency in other languages enables learners to gain direct access to additional sources of knowledge, as well as understanding about the similarities and differences between the structures of the languages they know (ACTFL 2006). Research shows that Emergent Multilingual students have a higher rate of success in Dual Immersion Education versus English mainstream. This is because students have maximum access to the curriculum and the opportunity to develop literacy and academic skills in both their native language and English in an instructional setting that values both languages and cultures (Genesee and Lindholm-Leary, 2009). Students studying two languages have a more positive self-concept and are more likely to remain in school and attend college than Emergent Multilinguals in mainstream English classes (Thomas and Collier, 2002).

### Benefits for Students Who Are Native Spanish Speakers

Multiple studies on Dual Language Immersion Programs in the US demonstrates that native speakers of other languages can indeed attain grade level proficiency in both languages. Extensive research by both Dr. Lindholm-Leary and Drs. Virginia Collier and Wayne Thomas that span over 34 years, indicates that Emergent Multilinguals have a higher rate of success in

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<sup>74</sup> This section is drawn from a research brief developed by Santa Barbara Unified School District and included in their English Learner Master Plan, META.

DLI Education vs English-only mainstream programs, because students have maximum access to the curriculum. The following research studies indicate:

- Students in DLI programs have a unique opportunity to develop literacy and academic skills in both their native language and English in a culturally-validating setting. (Genesee and Lindholm-Leary, 2009)
- Students who are native speakers of Spanish have a more positive self-concept and are more likely to remain in school, graduate from high school and attend college as compared to Emergent Multilinguals in English mainstream classes (Thomas and Collier, 2002)
- Emergent Multilinguals who enter high school reclassified as fluent English proficient are able to fully participate in college-bound schedules and courses and develop a college-going mindset (Lindholm-Leary, Promise Initiative, 2012).
- Students who are native speakers of Spanish continue to stay connected with their families by developing their mother tongue as well as learning English in school.
- Thomas and Collier (2002) also found a much higher graduation rate of Latinx students who fully participated in Dual Language programs offsetting the historical drop-out rate of Latinx students.
- Emergent Multilinguals with low-socioeconomic status who participate in Dual Language Immersion Programs tend to outperform EMLs in other programs as measured by their scores in English reading achievement tests. (Lindholm-Leary, 1995)
- English-dominant students in Dual Language Immersion Programs also tend to score higher on English achievement tests than their English-only peers in regular monolingual programs (Thomas and Collier, 2002).

### Research on DLI Educational Programs

Dual Language Immersion Education (DLI) programs, which started in California, Illinois, and Florida in the early 1980s, have become a viable educational option for thousands of students across the United States. The DLI programs that were initiated in five districts in California, have quickly gained ground across the country with over 2,000 programs in 2019-20 (ATDLE listserve of programs). The DLI programs have become an exciting core program option that successfully serves culturally and linguistically diverse student populations. The leading researcher in Dual Language Immersion Education is Dr. Kathryn Lindholm-Leary, Professor Emeritus, from San José State University in California who studied the implementation of the first DLI programs in California as part of an extensive longitudinal study and has the largest research base on DLI programs dating back to the mid-70s. Dr. Lindholm-Leary conducted numerous cohort analyses as the programs developed into the secondary level. She documented these findings in her book, *Dual Language Education: Bilingualism & Bilingual Education* (2001) and it continues to serve as the seminal research base for Two-Way & Dual Language Immersion education in the United States.



Dr. Virginia Collier and Dr. Wayne Thomas have also conducted research analysis of programs in Maryland, Texas, Washington DC, and other states. Their work is responsible for informing the field about the effectiveness of different program designs in the development of both target language (i.e., Spanish, Chinese, Korean, Russian) and English language proficiencies of the students over their K-12 schooling experiences.

### Cognitive Development

For students who develop bilingual competencies as young children, the child's first language is developed from a conversational level to an academic level through their schooling in two languages. Over time, children who become experienced bilingual students develop significant cognitive advantages over students whose educational experience is traditionally monolingual. Continuing well-developed instruction in both languages into the secondary level provides students with the academic and linguistic development that results in advanced cognitive development. Brain researchers in Canada and the U.S. find that bilingual students who engage in "additive bilingual" programs until at least age 12, are able to achieve at or above grade level in school and excel on academic tests in both languages. The cognitive development of bilingual students is significant. But the same studies also indicate the importance of a well-designed program: the quality of the program, teachers, leadership, and curriculum over the course of the 8-9 years in the program are also significant factors in ensuring the success of the students in the programs.

### High Academic Achievement

The stimulus for achievement in two languages is based on the students' multi-year instruction in both languages: the mother tongue and the target language. No child sacrifices his/her first language to learn the second and in fact they use their proficiency in their first language, that is, their entire linguistic repertoire, to add on the second effectively and efficiently. Studies indicate that students can achieve grade level in both languages over the course of their K-8th grade program and often times, achieve above grade level academic gains as measured by state and national assessments.

### Language Transfer

A child's first language serves as an important knowledge base or reference point for learning despite some peoples' belief that the first language (L1) interferes with the learning of the second. Research in linguistic universals has found many properties to be in common. Dr. Jim Cummins explains language transfer as an "interdependence" or "common underlying principle" of language (1979, 1991). He describes the relationship between first language development and its relationship to success in the second (L2). It is, therefore, natural for bilinguals to apply information learned in their L1 to their learning

of the L2. This transfer becomes more and more sophisticated as students gain ground in the development of their bilingual proficiency. Schooling and literacy development supports these capabilities.

### Literacy Transfer

Researchers have found that more than half of the skills acquired in learning to read are universal skills and have a positive transfer for literacy skills in reading and writing. This transfer occurs in all human languages (Collier & Thomas 2006). Studies of students in 90/10 DLI programs where students learn to read in Spanish (target language) first, find that students naturally apply those literacy skills to the English language they speak. Students need more time in the non-English language in the primary years, because the target language does not get support in the broader society, but once the three groups of students achieve grade level proficiency in the target language, they apply those skills to the second language (English). When students are introduced to formal literacy development in English, usually in 2nd grade, they find that students have already figured out many aspects of the English language literacy. Therefore, teachers at the intermediate level focus on teaching non-transferable skills, instead of engaging in re-teaching the beginning skills of reading, and find students accelerated in the development of literacy in English. While reading research in the target language is rarely included in the research, reading in the target language is an important predictor of English reading achievement.

### Knowledge Transfer

Conceptual knowledge developed in one language does not have to be retaught in the second. Using Cummins' research on the underlying principle of second language acquisition, his studies indicate that subject knowledge transfers from one language to the other. Students who study academic content (reading, mathematics, science, etc.) in the target language are able to demonstrate knowledge of that content in the second language as soon as they learn the language skills to express their content knowledge. Teachers need not engage in re-teaching content from the beginning stages of learning.

### Self-Esteem

DLI students are more likely to be bilingual and continue to communicate with their families than non-DLI students. Students also demonstrate a positive attitude about their learning and their sense of self. DLI students learn to support each other in their learning of language and academics, developing a positive interdependence with students who are linguistically and culturally different than they are. Students perceive themselves to be "smarter" because of their understanding and skills in both languages and thus, more confident as they move through their schooling. This is especially important for the success of students who are native speakers of Spanish in the program, as studies of cohorts of students indicate a higher graduation rate than native Spanish speakers in an English only learning environment.

## APPENDIX 15

# COMMUNITY OUTREACH & ENGAGEMENT

Oxnard School District is committed to working proactively to promote positive, productive, and empowering working relationships with its community. Karen Mapp's *Dual Capacity-Building Framework for Family/School Partnerships* provides a framework for thinking about and designing systems to support parent, family, and community engagement by creating collaborative and coordinated systems for family and community engagement. It asks us to think of parents as partners rather than consumers, to value parents' contributions rather than just providing services to them, to invest in capacity building and leadership development versus expecting involvement without this investment, and to focus on developing parents' skills in four areas: capabilities, connections, cognition, and confidence. Supporting parent/family/community engagement activities should be aligned with Oxnard EMPOWERS goals and connect families to the teaching and learning goals for students. A major focus of these activities should be on building respectful and trusting relationships between home, school, and community. As Mapp describes it, a major outcome should be "Staff who can honor and recognize the wealth of knowledge that families possess, which can in turn assist schools with pedagogical priorities; and families that can negotiate multiple roles - as supporters, monitors, advocates, and decision makers for their children."

### CAPABILITIES: HUMAN CAPITAL, SKILLS, & KNOWLEDGE

Our family, parent, and community outreach and engagement efforts will focus on ensuring that:

- Families increase their knowledge and understanding of what their children should know and be able to do PreK-12 in order to be well-prepared for college and career and increase their portfolio of tools and activities that they can use to enhance their children's learning and preparation.
- Families have enhanced knowledge and understanding of educational policies and programs that can facilitate/support their children's PreK-12 success and college-going and college completion.
- Families enhance their own capacities to connect to community-based and foundation organizations that provide support and resources.
- Staff and community/business/university partners increase their knowledge of the assets and funds of knowledge of Oxnard School District's families and communities.
- Staff and community/business/university partners increase their knowledge and understanding of culturally and linguistically sustaining practices and pedagogy.

- Staff and community/business/university partners increase their portfolio of ways to reach out to and build respectful and trusting relationships with families, including historically underserved communities.

### CONNECTIONS: IMPORTANT RELATIONSHIPS AND NETWORKS – SOCIAL CAPITAL

Staff and families need access to social capital through strong, crosscultural, and multilingual networks built on trust and respect. These networks should include family-teacher relationships, parent-parent relationships, and connections with community agencies and services. Our family, parent, and community outreach and engagement efforts will focus on ensuring that:

- Levels of relational trust increase between families and educational staff.
- The number and scope of parent-to-parent networks and connections increase.
- The number of crosscultural and multilingual networks (across race, language, socioeconomic status, education level, etc.) increase between educational staff/organizations and families and communities.
- Families and staff increase their connections to community agencies and services.

### CONFIDENCE: INDIVIDUAL LEVEL OF SELF-EFFICACY

Staff and families need a sense of comfort and self-efficacy related to engaging in partnership activities and working across lines of cultural and linguistic difference. Our family, parent, and community outreach and engagement efforts will focus on ensuring that:

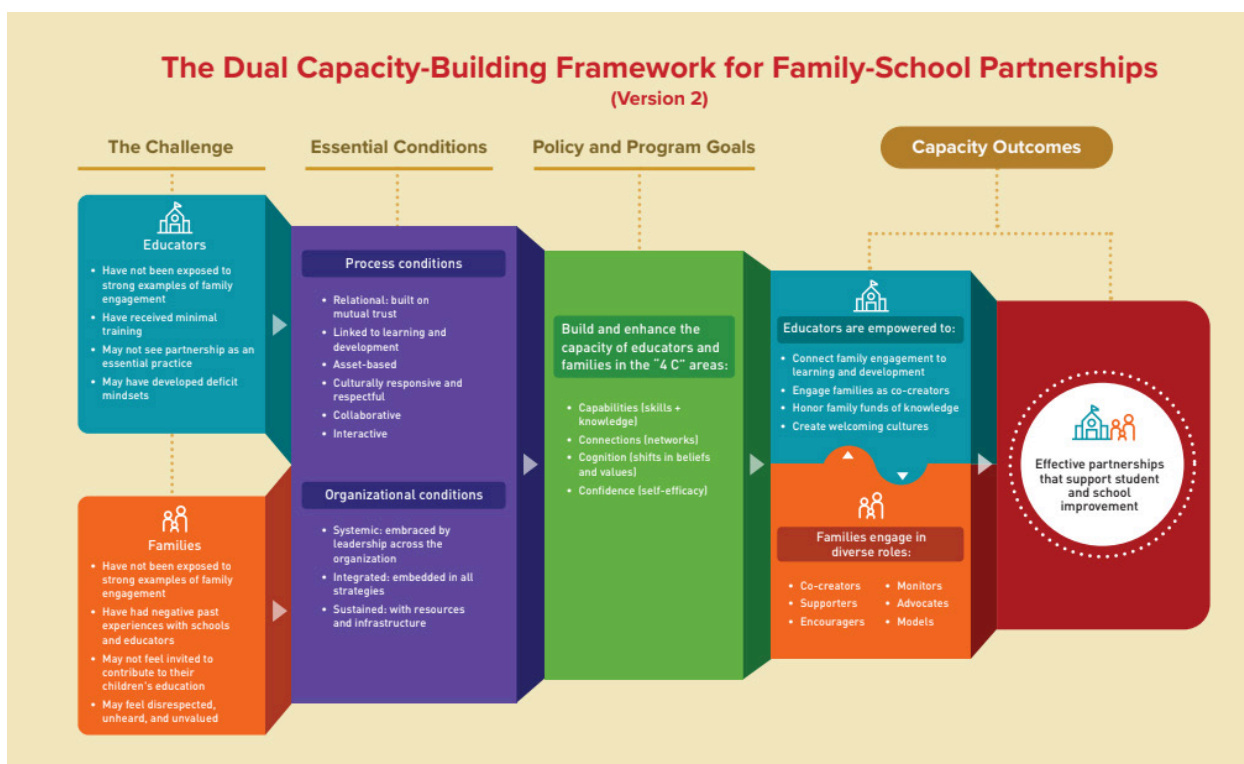
- Staff, families, and community/business/university partners experience an increase in their comfort level and sense of self-efficacy when engaging in home-school-community partnership events and activities.
- An increased number of families and staff from diverse backgrounds take on positions of leadership in supporting increased attainment of the Student Profile characteristics and college-going and college completion among Oxnard students.

### COGNITION: ASSUMPTIONS, BELIEFS, AND WORLDVIEW

We are committed to working as partners with families and believe in the value of such partnerships for improving student success. Families need to view themselves as partners in their children's education and must construct their roles in their children's learning to include the multiple roles described in this appendix. Our family, parent, and community outreach and engagement efforts will focus on ensuring that:

- Families' beliefs about the role they play in their children's education broaden to include multiple roles.

- Staff and community/business/university partners core beliefs about family/community engagement are discussed and documented.
- Staff and community/business/university partners belief systems about the value of home-school-community partnerships are linked to attainment of the Student Profile characteristics and college-going and college completion.
- Staff and community/business/university partners have a commitment to family/community outreach and engagement.



Source: Karen Mapp, Dual Language Capacity-Building Framework for Family/School Partnerships: <https://www.dualcapacity.org>

## APPENDIX 16

# SUPPLEMENTAL FUNDING SOURCES

### MAJOR CATEGORICAL PROGRAMS: FUNDING SOURCES & ALLOWABLE EXPENDITURES - A

	TITLE I, PART A*	LCFF
<b>FUNDING SOURCE DESCRIPTION</b>	A federal program that provides supplementary funds to help improve instruction in high poverty schools to ensure all students meet state academic standards and narrow the achievement gap.	A state program requiring increased or improved services for EMLs
<b>STUDENTS TO BE SERVED</b>	EMLs performing in the Standards "Not Met" and Standards "Nearly Met" Achievement Levels on CAASPP	EMLs
<b>SUPPORT PERSONNEL</b>	<ul style="list-style-type: none"> <li>■ Reading/Math/ELD Coaches</li> <li>■ Intervention teachers</li> <li>■ Instructional Assistants</li> </ul>	<ul style="list-style-type: none"> <li>■ Reading/Math/ELD Coaches</li> <li>■ Intervention teachers</li> <li>■ Instructional Assistants</li> <li>■ Multilingual parent advisor</li> <li>■ Multilingual community liaison</li> </ul>
<b>SUPPORT OF OTHER CORE SUBJECT AREAS</b>		<ul style="list-style-type: none"> <li>■ Instructional materials and equipment</li> <li>■ Professional development</li> </ul>
<b>CAPACITY BUILDING/ PROFESSIONAL DEVELOPMENT</b>	<ul style="list-style-type: none"> <li>■ Academic Conferences</li> <li>■ Training</li> <li>■ Consultants</li> <li>■ Principal Coaching</li> <li>■ Teacher Stipends</li> <li>■ Teacher Substitutes</li> <li>■ Training Materials/Resources</li> <li>■ Duplication</li> <li>■ Conferences/Workshops that support school plan goals</li> </ul>	<ul style="list-style-type: none"> <li>■ Academic Conferences</li> <li>■ Training</li> <li>■ Consultants</li> <li>■ Principal Coaching</li> <li>■ Teacher Stipends</li> <li>■ Teacher Substitutes</li> <li>■ Training Materials/Resources</li> <li>■ Duplication</li> <li>■ Conferences/Workshops that support school plan goals</li> </ul>
<b>SCHOOL CLIMATE, PARENT ENGAGEMENT, FAMILY SUPPORT AND</b>	Set aside 1% of Title I allocation for parent involvement activities	Set aside 1% of Title I allocation for parent involvement activities <ul style="list-style-type: none"> <li>■ Food for parent meetings and trainings</li> </ul>



	TITLE I, PART A*	LCFF
<b>LEARNING ENVIRONMENT</b>	<ul style="list-style-type: none"> <li>■ Food for parent meetings and trainings</li> <li>■ School Site Council expenditures</li> <li>■ Parent training/education opportunities</li> <li>■ Parent workshops</li> <li>■ Speakers for parent workshops</li> <li>■ Duplication</li> <li>■ Parent support materials</li> <li>■ Translation</li> </ul> <p>Support Personnel:</p> <ul style="list-style-type: none"> <li>■ Attendance incentives and home visits</li> <li>■ Parent Advisor/Community Liaison</li> <li>■ Parent Orientations</li> <li>■ Kinder Academy and Pre-K Articulation</li> <li>■ Attendance Clerk</li> <li>■ Student Outreach Worker</li> <li>■ School Nurse/Paraeducators</li> <li>■ Counselor/Therapist</li> <li>■ Healthy Start</li> </ul>	<ul style="list-style-type: none"> <li>■ School Site Council expenditures</li> <li>■ Parent training/education opportunities</li> <li>■ Parent workshops</li> <li>■ Speakers for parent workshops</li> <li>■ Duplication</li> <li>■ Parent support materials</li> <li>■ Translation</li> </ul> <p>Support Personnel:</p> <ul style="list-style-type: none"> <li>■ Attendance incentives and home visits</li> <li>■ Parent Advisor/Community Liaison</li> <li>■ Parent Orientations</li> <li>■ Kinder Academy and Pre-K Articulation</li> <li>■ Attendance Clerk</li> <li>■ Student Outreach Worker</li> <li>■ School Nurse/Paraeducators</li> <li>■ Counselor/Therapist</li> <li>■ Healthy Start</li> </ul>
<b>APPROPRIATE EXPENDITURE EXAMPLES</b>	<ul style="list-style-type: none"> <li>■ Extended day/year for targeted students</li> <li>■ Supplemental instructional materials that support standards and core program</li> <li>■ Specialized and targeted interventions</li> <li>■ Primary language instruction/support</li> <li>■ Academic interventions</li> </ul>	<ul style="list-style-type: none"> <li>■ Extended day/week/year for targeted students</li> <li>■ Supplemental instructional materials and equipment</li> <li>■ Primary language instruction/support</li> <li>■ Primary language materials</li> <li>■ Targeted interventions to accelerate reclassification of EMLs</li> <li>■ Support for reclassification process</li> <li>■ Support for language assessments</li> <li>■ Support for monitoring academic progress of all students</li> </ul>
<b>INAPPROPRIATE EXPENDITURE EXAMPLES</b>	<ul style="list-style-type: none"> <li>■ Supplanting general funds</li> </ul>	<ul style="list-style-type: none"> <li>■ Supplanting general funds</li> <li>■ Regular teachers</li> </ul>

	TITLE I, PART A*	LCFF
	<ul style="list-style-type: none"> <li>■ Strategies not based on scientific research or with no data to support increased achievement</li> <li>■ Regular teacher</li> <li>■ Food for staff meetings</li> </ul>	<ul style="list-style-type: none"> <li>■ Food for staff meeting</li> <li>■ Capital outlay</li> </ul>

### MAJOR CATEGORICAL PROGRAMS: FUNDING SOURCES & ALLOWABLE EXPENDITURES - B

	TITLE III	IMMIGRANT EDUCATION
<b>FUNDING SOURCE DESCRIPTION</b>	A federal program providing funding to enhance the education of EMLs. This funding is directly associated with the state goals to ensure that EMLs make annual progress toward English language proficiency.	A federal program that provides supplemental funds to <ul style="list-style-type: none"> <li>■ Support high-quality and comprehensive educational programs for migratory children to help reduce the educational disruptions and other problems that results from repeated moves.</li> <li>■ Ensure that migratory children receive full and appropriate opportunities to meet the same challenging State academic content and student academic achievement standards that all children are expected to meet.</li> <li>■ Overcome migratory, cultural and language barriers, social isolation, various health-related problems, and help children to make successful transition to post-secondary education or employment.</li> </ul>
<b>STUDENTS TO BE SERVED</b>	EMLs K-12	Students who qualify for Migrant Services and who are identified as Priority for Service
<b>SUPPORT PERSONNEL</b>	<ul style="list-style-type: none"> <li>■ Reading/Math/ELD Coaches</li> <li>■ Intervention teacher</li> <li>■ Instructional Assistant</li> <li>■ Multilingual parent advisor</li> <li>■ Multilingual community liaison</li> </ul>	<ul style="list-style-type: none"> <li>■ Migrant Teachers</li> <li>■ Instructional Assistants</li> <li>■ Teachers on Special Assignment</li> <li>■ Peer coaches</li> </ul>



	TITLE III	IMMIGRANT EDUCATION
APPROPRIATE EXPENDITURE EXAMPLES	<ul style="list-style-type: none"> <li>■ Provisions of supplemental "high quality language instruction educational programs"</li> <li>■ Provision of high quality professional development to classroom teachers, principals, administrators, and other school or community-based organizational personnel</li> <li>■ Upgrading program objectives and effective instructional strategies</li> <li>■ Improving the instructional program for EMLs by identifying and acquiring supplemental curricula, instructional materials, and educational software to be used afterschool, for intervention and Saturday school</li> </ul>	<ul style="list-style-type: none"> <li>■ Extended day/year for targeted students</li> <li>■ Supplemental instructional materials that support standards and core program</li> <li>■ Specialized and targeted interventions and professional development</li> <li>■ Supplemental instructional materials and equipment</li> <li>■ Primary language materials and professional development</li> <li>■ Academic interventions and professional development</li> </ul>
INAPPROPRIATE EXPENDITURE EXAMPLES	Supplanting general funds	<ul style="list-style-type: none"> <li>■ Supplanting the base program</li> <li>■ Delivering the core instructional program (i.e., the migrant teacher provides the core curriculum for students) or providing required academic guidance to migrant students</li> <li>■ Administering required summative or formative assessments (i.e., administering CAASPP assessments, ELPAC, etc.)</li> </ul>

## APPENDIX 17

# BENEFITS OF COLLEGE ATTENDANCE

### IT'S NOT JUST THE MONEY THE BENEFITS OF COLLEGE EDUCATION TO INDIVIDUALS AND TO SOCIETY

#### SUMMARY

In some contexts, an issue basically boils down to the monetary bottom line. In other contexts, though, focusing just on the dollars is like throwing the baby out with the bathwater. Narrowly defined economics does not always capture all of the essential aspects of an issue. The value of a college education is one such example.

The value of a college education is often presented in purely monetary terms, probably because the average monetary payoff from a college degree is so high. The substantial financial rewards from obtaining college degrees are well known and documented. The link between college attainment and economic prosperity has been clearly demonstrated for individuals, as well as for cities, states, and nations.

It is no secret that the financial payoff is only one of the benefits from a college education. But the other benefits, and particularly their magnitudes, are considerably less well known. These other benefits of college education are often difficult to quantify and harder to demonstrate. Consequently, these frequently unmeasured benefits are often ignored in policy discussions. It is sometimes joked that "if you can't measure it, it doesn't exist." Unfortunately, there is more than a grain of truth in this quip. But the lack of quantification does not make the benefits any less real or any less important, except for perhaps in policy discussions. Moreover, the "other" benefits of college education appear to be at least as important as the well-known effect on earnings. Thus, public policy debates about postsecondary education frequently omit more than half of the story.

This report provides a more complete picture by highlighting many of the frequently unmeasured and ignored benefits of college attendance. Education has numerous beneficial effects, and many of these have been estimated in large academic

literatures. But research articles typically carefully examine just one effect. This report organizes and compiles the evidence from several different literatures into one easily accessible place.

On average in 2012, Americans with bachelor's degrees (and without graduate degrees) receive the following benefits in comparison to high school graduates never attending college:

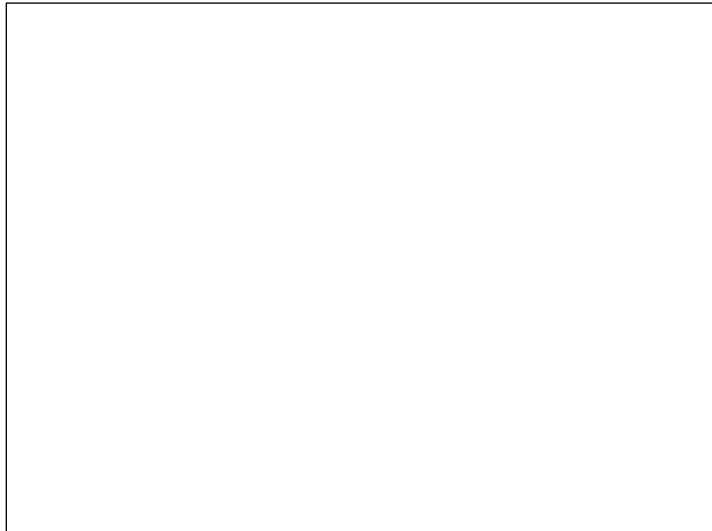
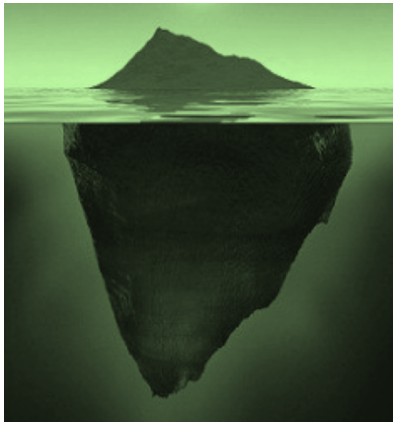
- Annual earnings are about \$32,000 (134 percent) higher. Moreover, there is no evidence that the college earnings premium is declining. Indeed, it has been increasing.
- Lifetime earnings are, conservatively, about \$625,000 (114 percent) greater in present discounted value (using a 3 percent real interest rate and taking forgone earnings while in college into account).
- The incidence of poverty is 3.5 times lower.
- The likelihood of having health insurance through employment is 47 percent higher. Annual additional compensation in the form of employer contributions for health insurance is \$1,400 (74 percent greater).
- The likelihood of having a retirement plan through employment is 72 percent greater. Retirement income is 2.4 times higher.
- Job safety is greater. The incidence of receiving workers' compensation is 2.4 times lower.
- Measures of occupational prestige are significantly higher.
- The probability of being employed is 24 percent higher.
- The likelihood of being unemployed is 2.2 times lower.
- The likelihood of being out of the labor force (neither employed nor unemployed) is 74 percent less.
- Age at retirement is higher. The probability of being retired between the ages 62 through 69 is about 25 percent lower.
- The likelihood of reporting health to be very good or excellent is 44 percent greater.
- The likelihood of being a regular smoker is 3.9 times lower. The incidence of obesity and heavy drinking are significantly lower. The likelihood of exercising, having a healthy diet, wearing seat belts, and seeking preventative medical care are significantly higher.
- The incidence of a disability making it difficult to live independently is 3.6 times lower.
- Life expectancy at age 25 is seven years longer (for those having at least some college compared to those never having gone to college).
- Asset income is 4.9 times greater (\$1,900 more per year).
- The likelihood of not having a bank account is 8.1 times lower. Reliance on expensive forms of banking and credit is significantly lower.
- The probability of being in prison or jail is 4.9 times lower.

- The probability of being married is 21 percent higher and the probability of being divorced or separated is 61 percent lower.
- The likelihood of being happy is significantly higher.
- The total value of a college education is thus considerably greater than just the higher earnings. But the catalog of benefits above lists only those accruing to the degree holder. There are also substantial benefits accruing to the rest of society. On average in 2012, the rest of American society receives the following benefits from those with bachelor's degrees (and without graduate degrees) in comparison to high school graduates never attending college:
  - Although the evidence is not completely conclusive, the positive effect on the aggregate earnings of others appears to be roughly similar to the effect on own earnings.
  - Lifetime taxes are, conservatively, \$273,000 (215 percent) greater in present discounted value (using a 3 percent real interest rate and taking into account forgone taxes while in college). That is, college graduates contribute hundreds of thousands of dollars more toward government services and social insurance programs.
  - Lifetime government expenditures are about \$81,000 (39 percent) lower in present value. College graduates rely much less on other taxpayers.
  - The lifetime total fiscal effect is roughly \$355,000 in present value.
  - Crime is significantly lower.
  - Volunteering is 2.3 times more likely. The estimated value of volunteer labor is 4.1 times (\$1,300 annually) greater.
  - Employment in the nonprofit sector is twice as likely. The estimated value of the implicit wage contribution to nonprofits is 8.7 times (\$1,500 annually) greater.
  - Annual cash donations to charities are \$900 (3.4 times) higher.
  - Total philanthropic contributions (i.e., the value of volunteer labor plus the value of the implicit contribution to nonprofits plus cash donations) are \$3,600 (4.7 times) higher.
  - Voting and political involvement are significantly higher.
  - Participation in school, community, service, civic and religious organizations is substantially (1.9 times) higher. Leadership in these organizations is particularly (3.2 times) greater.
  - Community involvement is significantly greater. For example, attendance at community meetings is 2.6 times greater.
  - Neighborhood interactions and trust are significantly higher.

The magnitude of the total benefits to the rest of society is comparable to the substantial total benefits to college graduates. Moreover, these long lists represent just the (imperfectly) measurable benefits of college attainment. There are numerous

vitaly important effects that are almost impossible to quantify such as the positive influences on innovation, arts, culture, diversity, tolerance, and compassion.

The evidence is overwhelming that investment in college education pays in a big way both for individuals and for society. But the typically emphasized financial payoff is only small part of the story. It is not an overstatement to call the effect on earnings just the tip of the college-payoff iceberg. There are more benefits to college education beneath the surface than above it.



## APPENDIX 18

# GLOSSARY

### A

**ACCESS TO CORE:** Providing Emergent Multilingual Learners with simultaneous access to both English Language Development and the core content in language arts, mathematics, history/social science, science, the visual and performing arts, world languages, and physical education, using strategies such as primary language instruction, primary language support, and/or SDAIE methodology.

**ACHIEVEMENT GAP:** The "achievement gap" is a deficit-based term used in education to refer to the disparity in academic performance between groups of students. Please see: Education Debt for a more current and accurate definition.

**ADDITIVE APPROACHES/PROGRAMS:** Additive language learning approaches are supported by the research that shows that the acquisition of a second language is not detrimental to one's first language, but is in fact, beneficial to the language user. The term "additive" is used as it portrays an addition to one's language repertoire. That is, even while learning a second language, one's first language skills and culture remains valued. Thus, additive bilingualism is seen as the main goal of bilingual and multilingual education.

**ADVANCED PLACEMENT PROGRAM (AP):** A United States and Canada-based program that offers high school students the opportunity to receive university credit for their work during high school by taking special advanced courses and passing the exam with a grade of C or better.

**ADVOCACY:** Advocacy is an activity by an individual or group that aims to influence decisions within political, economic, and social systems and institutions.

**AGENCY:** When referring to student agency, this term refers to learning through activities that are meaningful and relevant to learners, driven by their interests, and often self-initiated with appropriate guidance from teachers. Student agency gives students voice and often, choice, in how they learn.

**ASSESSMENT:** The process of documenting, usually in measurable terms, knowledge, skills, attitudes, and beliefs.

**ASSETS-BASED APPROACHES:** An asset-based approach focuses on strengths. It views diversity in thought, culture, and traits as positive assets. Teachers and students alike are valued for what they bring to the classroom rather than being characterized by what they may need to work on or lack. "Asset-based teaching seeks to unlock students' potential by focusing on their talents. Also known as strengths-based teaching, this approach contrasts with the more common deficit-based style of teaching which highlights students' inadequacies." (Association of College & Research Libraries, 2018)

## B

**BILINGUAL, CROSS-CULTURAL LANGUAGE AND ACADEMIC DEVELOPMENT (BCLAD):** A California certificate which authorizes the holder to provide ELD, SDAIE, and primary language instruction.

**BILINGUAL EDUCATION:** Education where two distinct languages are used for general teaching and where language and literacy are developed in two languages.

**BILINGUAL/BILITERACY PROGRAM:** This Emergent Multilingual Learners program/pathway develops proficiency and academic competency in English and the home language. It is important to note that this program type yields one of the highest results for Emergent Multilingual Learners. It is also commonly known as Maintenance, Developmental, or Late-Exit.

**BILITERACY:** The state of being literate in two or more languages. To be biliterate has a stronger and more specified connotation than the claim of being simply bilingual. This is because with the change of the term from 'lingual' to 'literate,' the concept of reading and writing are added to simply speaking and understanding. In bilingualism the extent of fluency in each language is in question. One can be anywhere on the spectrum from comfortable oral communication in certain social contexts to fluency in speaking, reading, and writing in a professional setting. With the term biliteracy, however, it is understood that fluency in both reading and writing are present.

**BRIDGE/BRIDGING:** The Bridge is the part of a biliteracy unit of instruction (BUF) that has been planned and organized by the teacher to help students develop metalinguistic awareness. Bridging, however, is more flexible and spontaneous, and is



student driven. Bridging occurs during the Bridge and whenever students make metalinguistic connections between two languages.

## C

**CALIFORNIA ALTERNATE ASSESSMENT (CAA):** A state-approved exam designed to assess those students with significant cognitive disabilities who cannot participate in the Smarter Balanced Assessments, even with accommodations and/or modifications.

**CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS (CAASPP):** CAASPP is a system intended to provide information that can be used to monitor student progress and ensure that all students leave high school ready for college and career. The CAASPP includes computer-adaptive tests in English-language arts and mathematics as well as paper-based tests for science. The CAASPP system replaces the California Standards Tests (CSTs).

**CALIFORNIA DEPARTMENT OF EDUCATION (CDE):** Oversees the public school system in California and enforces education law, regulations, and school improvement programs.

**CALIFORNIA ENGLISH LEARNER ROADMAP:** The California English Roadmap State Board of Education Policy: Educational Programs and Services for English Learner was passed by the State Board of Education on July 12, 2017. This policy is intended to assist the California Department of Education in providing guidance to districts, county offices of education and others in order to welcome, understand, and educate the diverse population of students who are English Learners attending California public schools.

**CALIFORNIA MODIFIED ASSESSMENT (CMA):** a state-approved exam designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of California content standards with or without accommodations. The CMA was developed to provide more access so that students could better demonstrate their knowledge of content standards and needed to be clearly identified in the student's IEP as an alternative to the administration of the standard CST.

**CALIFORNIA TEACHER OF ENGLISH LEARNERS EXAMINATION (CTEL):** California examination that leads to CLAD authorization, which is required to be able to teach English Language Development.



**CAREER PATHWAYS:** A Career Pathway is a series of structured and connected education programs and support services that enable students, often while they are working, to advance over time to better jobs and higher levels of education and training. Each step on a career pathway is designed explicitly to prepare students to progress to the next level of employment and/or education. Career pathways target jobs in industries of importance to local and regional economies. They are designed to create avenues of advancement for the underemployed, the unemployed, incumbent workers, new and future labor market entrants, and to produce a steady supply of qualified workers for employers.

**CAREER/TECHNICAL EDUCATION:** CTE usually refers to a program of study that involves a multiyear sequence of courses that integrates core academic knowledge with technical and occupational knowledge to provide students with a pathway to postsecondary education and careers.

**CATCH-UP PLAN:** A plan to assist Emergent Multilingual Learners in accessing and mastering ELD and recouping any academic deficits to mastering grade level standards in the core curriculum.

**COLLABORATIVE LEARNING:** An umbrella term for a variety of approaches in education that involve joint intellectual effort by students or students and teachers. Groups of students work together in searching for understanding, meaning or solutions or in creating a product. The approach is closely related to cooperative learning, but is considered to be more radical because of its reliance on youth voice. Collaborative learning activities can include collaborative writing, group projects, and other activities.

**COLLEGE & CAREER READINESS:** Specifically, college and career readiness refers to the knowledge, skills, and dispositions needed to be successful in postsecondary education and/or training that lead to gainful employment.

**COMMON CORE:** The Common Core State Standards Initiative is an educational initiative in the United States that details what K-12 students should know in English Language Arts and Mathematics at the end of each grade. The initiative is sponsored by the National Governors Association (NGA) and the Council of Chief State School Officers (CCSSO) and seeks to establish consistent educational standards across the states as well as ensure that students graduating from high school are prepared to enter credit-bearing courses at two- or four-year college programs or to enter the workforce. California has adopted state common core standards in English Language Arts and Mathematics, as well as the Next Generation Science Standards, the Common Core en Español, and the new California English Language Development Standards.

**COMMUNITY OF PRACTICE (COP):** Refers to the process of social learning that occurs when people who have a common interest in some subject or problem collaborate over an extended period to share ideas, find solutions, and build innovations.

**COMPETENCY-BASED EDUCATION (CBE):** Competency-based education is a method of academic instruction and evaluation based upon students demonstrating their mastery of a subject. This method focuses on having students "show what they know" and applying the concepts they've learned to evaluations that show they've truly grasped the subject.

**CONTENT-BASED LANGUAGE INSTRUCTION (ALSO KNOWN AS CONTENT BASED INSTRUCTION, CONTENT- BASED SECOND LANGUAGE INSTRUCTION, OR CONTENT-CENTERED LANGUAGE LEARNING):** A goal of content-based instruction programs is the development of significant levels of language proficiency through experiential learning in subject-matter areas. Lessons reflect both content (subject-matter) and language objectives and are aligned to the standards. According to Swain and Lapkin (1989) there needs to be a carefully planned integration of language and content.

**CONTENT STANDARDS:** Standards adopted by the California State Board of Education that specify what all California children are expected to know and be able to do in each grade or course. For subject areas where new standards have not been adopted, the existing content standards are still applicable.

**CONTINUOUS IMPROVEMENT:** Continuous improvement, sometimes called continual improvement, is the ongoing improvement of products, services, or processes through incremental and breakthrough improvements. These efforts can seek "incremental" improvement over time or "breakthrough" improvement all at once. In education, the term continuous improvement refers to any school- or instructional-improvement process that unfolds progressively, that does not have a fixed or predetermined end point, and that is sustained over extended periods of time. There are a variety of continuous improvement models available to schools, businesses, and other organizations.

**COOPERATIVE LEARNING:** Proposed in response to traditional curriculum-driven education. In cooperative learning environments, students interact in intentionally structured heterogeneous group to support the learning of oneself and others in the same group.

**CORE CURRICULUM:** Curriculum designed to facilitate teaching and learning of California content standards in core subject areas including language arts, mathematics, science, history/social science, visual and performing arts, world languages, and physical education.

**CREATIVITY:** Creativity is the process of having original ideas that have value. Creativity is putting your imagination to work. It is applied imagination. Innovation is putting new ideas into practice. There are various myths about creativity. One is that only special people are creative, another is that creativity is only about the arts, a third is that creativity cannot be taught, and a fourth is that it's all to do with uninhibited "self-expression." None of these is true. Creativity draws from many powers that we all have by virtue of being human. Creativity is possible in all areas of human life, in science, the arts, mathematics, technology, cuisine, teaching, politics, business, you name it. And like many human capacities, our creative powers can be cultivated and refined. Doing that involves an increasing mastery of skills, knowledge, and ideas. (Sir Ken Robinson) Creative education is when students are able to use imagination and critical thinking to create new and meaningful forms of ideas where they can take risks, be independent and flexible. Instead of being taught to reiterate what was learned, students learn to develop their ability to find various solutions to a problem.

**CRITICAL CONSCIOUSNESS:** The ability to recognize and analyze systems of inequality and the commitment to take action against these systems.

**CRITICAL THINKING:** Consists of a mental process of analyzing or evaluating information, particularly statements or propositions that people have offered as true. It forms a process of reflecting upon the meaning of statements, examining the offered evidence and reasoning, considering the point of view presented, and forming judgments about the facts. Critical thinkers can gather such information from observation, experience, reasoning, and/or communication. Critical thinking has its basis in intellectual values that go beyond subject-matter divisions and which include clarity, accuracy, precision, evidence, thoroughness, and fairness.

**CROSS-CULTURAL LANGUAGE AND ACADEMIC DEVELOPMENT (CLAD):** California credential or certificate which authorizes the holder to teach ELD and SDAIE.

**CROSSLINGUISTIC TRANSFER:** Cross-linguistic transfer embodies language learners' use of linguistic knowledge of their first language to leverage the learning of a second language.

**CULTURALLY & LINGUISTICALLY SUSTAINING PEDAGOGIES/PRACTICES<sup>75</sup>:** Culturally and linguistically sustaining pedagogies and practices exist wherever education sustains the lifeways of communities who have been and continue to be damaged and erased through schooling. As such, CLSP explicitly calls for schooling to be a site for sustaining—rather than eradicating—the linguistic and cultural ways of being of communities of color.

**CULTURAL PROFICIENCY:** The knowledge, skills, and attitudes and beliefs that enable people to work well with, respond effectively to, and be supportive of people in cross-cultural settings.

## D

**DEFICIT-BASED APPROACHES:** An approach that tends to focus on needs and problems in people or helping people avoid risks associated with negative outcomes. These risk-based interventions do not sustain change (Skodol, 2010).

**DEVELOPMENTAL BILINGUAL EDUCATION (DBE):** Also referred to as maintenance or late-exit bilingual education. DBE programs aim to teach academic content and English as well as their native language, so that the student is fully bilingual and biliterate. This approach has been proven to yield excellent academic and linguistic results for Emergent Multilinguals, and is also known as one-way dual language immersion.

**DIFFERENTIATED INSTRUCTION:** Instruction using different methods or strategies designed to meet the wide range of educational needs of students and to have students with different experiences, skills, strengths, and needs reach the same learning goals.

**DIGITAL LITERACY:** Digital literacy is the ability to use information and communication technologies to find, evaluate, create, and communicate information, requiring both cognitive and technical skills. (The American Library Association)

**DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC):** A district-level advisory committee with parent representatives from each school that advises the district's School Board on programs and services for Emergent Multilinguals.

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<sup>75</sup> Alim, S. & Paris, D (2017). *Culturally Sustaining Pedagogies: Teaching and learning for justice in a changing world*. New York, NY: Teachers College Press.

**DUAL LANGUAGE EDUCATION (DLE):** Dual language is a form of education in which students are taught literacy and content in two languages. Most dual language programs in the United States teach in English and Spanish, but programs increasingly use a partner language other than Spanish, such as Arabic, Chinese, French, Hawaiian, Japanese, or Korean.

## E

**EARLY CHILDHOOD EDUCATION (ECE):** Covers the education of a child from the period from birth to Pre-Kindergarten.

**EARLY-EXIT TRANSITIONAL BILINGUAL EDUCATION PROGRAM:** In this subtractive Emergent Multilingual Learner program, students receive instruction in both languages to progress academically and prepare to transfer rapidly to a mainstream classroom with English native speakers. The program can last from one to four years, from kindergarten to third or fourth grade, although most early exit programs phase out primary language instruction by 2nd or 3rd grade. Long-term academic results for this type of program are poor.

**EDUCATION DEBT:** Describes the opportunities and resources held back from students of color over the decades and challenges the use of the term Achievement Gap, which fails to acknowledge the historic, economic, sociopolitical, and moral foundations of the disparate educational outcomes between white students and students of color.

**EMERGENT MULTILINGUAL (EML):** Historically underserved students whose home language is a language other than English, who therefore have the potential to become bilingual or multilingual in school. This term reflects an assets-based approach to refer to children whose home language is a language other than English. Sometimes, the term "emergent bilingual" is also used in this context.

**ENGLISH DOMINANT LANGUAGE LEARNERS (EDLL):** Students whose home or primary language is English, and who are working towards experienced bilingualism or multilingualism, oftentimes in a dual language immersion setting. EDLL includes, but is not limited to, historically underserved students who are English-dominant and/or entered school as monolingual English speakers.

**ENGLISH LANGUAGE ARTS (ELA):** A core subject area that includes instruction in English (reading, writing, listening, and speaking).

**ENGLISH LANGUAGE DEVELOPMENT (ELD):** Systematic, daily, leveled, standards-based instruction in the English language for students who have been identified as Emergent Multilinguals. Designated ELD refers to a specific course or period of instruction when the focus is directly on ELD. Integrated ELD refers to courses or periods of instruction when ELD is integrated into content instruction. Both types of ELD are required by state law to be provided to Emergent Multilingual Learners.

**ENGLISH LANGUAGE DEVELOPMENT STANDARDS:** Standards established by the State of California that correspond to the California Core Standards for ELA/Literacy and address English language and literacy skills that Emergent Multilingual Learners need in key content areas.

**ENGLISH LANGUAGE MAINSTREAM PROGRAM (ELM):** An instructional model established under Proposition 227, designed for English Learners with reasonable fluency in English. Core content is taught in English using SDAIE methodology along with daily leveled ELD. It is important to note that this program type yields the worst results for English Learners. This program is no longer mandated under Proposition 58.

**ENGLISH LEARNER (EL):** A deficit-based classification used to identify a student who is not currently proficient in English and whose primary language is not English; also called Limited English Proficient (LEP) student.

**ENGLISH LEARNER ADVISORY COMMITTEE (ELAC):** A site-level committee that advises the principal and school staff on programs and services for Emergent Multilinguals.

**ENGLISH-ONLY STUDENT (EO):** A student with a primary language of English, and no other language.

**ENVIRONMENTAL LITERACY:** An individual's understanding, skills, and motivation to make responsible decisions that considers their relationships to natural systems, communities, and future generations. Environmental Literacy is the desired outcome of environmental education that strives to provide learners with sound scientific information.

**EQUALITY:** Equality is about fairness. It focuses on ensuring that all people have the same opportunities. It means that the law and government treat everyone the same, irrespective of their status or identity. It presupposes a level playing field.



**EQUITY:** Equity means that, in some circumstances, people need to be treated differently in order to provide meaningful equality of opportunity.

**EVER-EL:** A student who is currently an Emergent Multilingual Learner or who was formerly designated as an Emergent Multilingual Learner, but who has now been reclassified fluent English proficient (RFEP).

**EVERY STUDENT SUCCEEDS ACT (ESSA):** The Every Student Succeeds Act (ESSA) was signed by President Obama on December 10, 2015. This bipartisan measure reauthorizes the 50-year-old Elementary and Secondary Education Act (ESEA), the nation's national education law and long-standing commitment to equal opportunity for all students.

**EVIDENCE-INFORMED:** Evidence-Informed refers to the use of evidence to identify the potential benefits, harms and costs of any intervention and also acknowledging that what works in one context may not be appropriate or feasible in another. Evidence-informed practice brings together local experience and expertise with the best available evidence from research.

**EXIT:** In the context of Emergent Multilingual Students, 'exit' has historically referred to the process where students are removed from a specialized, subtractive program or service. Usually, this is done in conjunction with a reclassification process.

**EXPERIENCED MULTILINGUAL LEARNER (XML):** Refers to students "who can use two or more languages with relative ease, although their performances vary according to task, modality, and language."<sup>76</sup> This includes, but is not limited to, students who have been Reclassified as Fluent English Proficient (RFEP), as well as students who have become bilingual or multilingual at home or through other life experiences.

**EXTENDED LEARNING:** Also called extended learning time, the term expanded learning time refers to any educational program or strategy intended to increase the amount of time students are learning, especially for the purposes of improving academic achievement and test scores, or reducing learning loss, learning gaps, and achievement gaps. Extended learning can happen before/after school, during intersessions, or during the summer.

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<sup>76</sup> Referring to the term "experienced bilinguals" as it was used in: García, O., Ibarra Johnson, S., & Seltzer, K., 2017. *The Translanguaging Classroom: Leveraging Student Bilingualism for Learning*. Caslon Publishing, Philadelphia, PA.

## F

**FEDERAL PROGRAM MONITORING (FPM):** A state review process focused on determining whether a district's programs are in compliance with federal and state law and regulations.

**FLUENT ENGLISH PROFICIENT (FEP):** A term used to refer to students with a home language other than English, whose oral and written English skills approximate those of native English speakers. FEP students include both Initially Fluent in English (I-FEP) students and Reclassified Fluent English Proficient (R-FEP) students. These students are also referred to as Experienced Multilingual Learners, if they have grade/age appropriate home language proficiency.

**FUNDS OF KNOWLEDGE:** The concept of "funds of knowledge" is based on a simple premise: people are competent and have knowledge, and their life experiences have given them that knowledge. The claim is that first-hand research experiences with families allow one to document this competence and knowledge, and that such engagement provides many possibilities for positive pedagogical actions. The funds of knowledge approach facilitates a systematic and powerful way to represent communities in terms of the resources they possess and how to harness them for classroom teaching. (Norma González, Luis C. Moll, Cathy Amanti, 2007)

## G

**GIFTED AND TALENTED EDUCATION (GATE):** ESEA defines GATE students as "Students, children, or youth who give evidence of high achievement capability in areas such as intellectual, creative, artistic, or leadership capacity, or in specific academic fields, and who need services and activities not ordinarily provided by the school in order to fully develop those capabilities."

**GRADING FOR EQUITY:** This is a term coined by Joe Feldman. Equitable grading has three pillars: accuracy, bias resistance, and intrinsic motivation. Grades must accurately reflect only a student's academic level of performance, exclude nonacademic criteria (such as behavior), and use mathematically sound calculations and scales, such as the 0-4 instead of the 0-100 scale. Grading for Equity is often associated with competency-based education.

**GRADUATE PROFILE:** Unlike a mission or vision statement, a graduate profile is a document that a school or district uses to specify the cognitive, personal, and interpersonal competencies that students should have when they graduate. Co-



created with input from key stakeholders, this profile is a clear visualization of priority goals for teaching and learning that can be easily communicated to students, parents, faculty, and staff to align their collective efforts. It's a shared vision of a district's or school's destination.

**GROWTH MINDSET:** "In a growth mindset, people believe that their most basic abilities can be developed through dedication and hard work. This view creates a love of learning and a resilience that is essential for great accomplishment." (Dweck 2015) Having a growth mindset (the belief that you are in control of your own ability, and can learn and improve) is the key to success. People with a growth mindset have an underlying belief that their learning and intelligence can grow with time and experience. According to Dweck, when a student has a fixed mindset, they believe that their basic abilities, intelligence, and talents are fixed traits.

## H

**HEGEMONY:** The dominance of one group over another, often supported by legitimating norms and ideas.

**HERITAGE LANGUAGE PROGRAM:** A heritage language program is any language development program that is designed to address the needs of heritage language learners/speakers. A heritage language is a minority language (either immigrant or indigenous) learnt by its speakers at home as children, but never fully developed because of insufficient input from the social environment: in fact, the community of speakers grows up with a different dominant language in which they become more competent. Heritage language programs may be at any level or setting, including community-based, K-12, higher education, or camps.

**HIGH INTELLECTUAL PERFORMANCE:** High Intellectual Performance is an overarching concept developed by Yvette Jackson and realized through enactment of seven essential pedagogical principles, which Jackson refers to as high operational practices. The term is used in the context of focusing on the strengths and intellectual potential of urban students and the power of educators to optimize the vast potential and capacity of these students. According to Jackson, high intellectual performance results when we are successful in helping students to combine UNDERSTANDING and MOTIVATION with CONFIDENCE and COMPETENCE. Central to high intellectual performance is the belief that intelligence is not fixed; rather it is modifiable.

**HOME LANGUAGE SURVEY (HLS):** A questionnaire, required in California public schools, to be completed by parents at the time of registration, which elicits information about the language background of the child, to determine the primary language of the student.

**INDIVIDUALIZED EDUCATION PLAN (IEP):** This plan is a legal document that specifies the goals, objectives, and programs for a student in special education. The IEP is created through a specific team of the child's parent and district personnel who are knowledgeable about the child.

**INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA):** A U.S. federal law on Special Education.

**INFORMATION LITERACY:** This refers to the hyper ability to know when there is a need for information, and to be able to identify, locate, evaluate, and effectively use that information for the issue or problem at hand. (United States National Forum on Information Literacy)

**INITIALLY FLUENT ENGLISH PROFICIENT (I-FEP):** A language classification given to students who speak a language other than English and who also demonstrated fluency in English when they were initially tested.

**LANGUAGE ACQUISITION:** A natural process, progressing through predictable stages, whereby language is acquired.

**LANGUAGE REVITALIZATION:** Language revitalization, also referred to as language revival or reversing language shift, is an attempt to halt or reverse the decline of a language or to revive an extinct one. Those involved can include parties such as linguists, cultural or community groups, or governments. This term is usually used in the context of indigenous languages.

**LANGUAGE SEPARATION POLICY:** Immersion programs follow the practice of delivering instruction in only one language during any given period of instruction, rather than mixing English and the target language. Consistent adherence to a language separation policy in time, place, teacher, and content has shown to increase the students' language production in the second language over time. On the other hand, systematic translation of information is ineffective as it undermines

students' second language development, disrupts the natural flow of speech and generally does not promote teacher best practices of accommodations for comprehensible input through the second language. (Howard, Sugarman, Perdomo, and Adger, 2005)

**LATE EXIT BILINGUAL EDUCATION PROGRAM:** In late-exit bilingual programs bilingual teachers work with Emergent Multilinguals who share the same first language. Students receive instruction in both languages until they reach linguistic, cultural and academic proficiency in both their native language and English and can join mainstream classes.

**LEARNER PROFILE:** A "learner profile" is a long-term, holistic and aspirational vision of education that puts the student at the center of everything that happens at a school or in a district. The learner profile is the organization's mission statement translated into a set of learning outcomes for the 21st century. The aspirational qualities of a learner profile inspire and motivate the work of teachers, students, families, and schools, providing a statement of the aims and values of the organization and a definition of what it means by student success. The learner profile unites everyone in the organization with a common focus on the whole person, as a lifelong learner. It applies to us all - student, teacher, parent, or administrator - for we are all continually learning.

**LEARNING DISABILITY:** In the United States, the term learning disability is used to refer to sociobiological conditions that affect a person's communicative capacities and potential to learn. The term includes conditions such as perceptual disability, brain injury, minimal brain dysfunction, autism, dyslexia, and developmental aphasia.

**LITERACY:** The ability to read, write, speak, and listen. In modern context, the word means reading and writing in a level adequate for written communication and generally a level that enables one to successfully function at certain levels of a society.

**LOCAL CONTROL & ACCOUNTABILITY PLAN (LCAP):** The finance system for K-12 education in the state of California is known as the Local Control Funding Formula (LCFF). One of the major components of the LCFF is the Local Control and Accountability Plan (LCAP), which is a three-year plan that describes the goals, actions, services, and expenditures to support student outcomes that address local and state priorities.

**LOCAL EDUCATION AGENCY (LEA):** Usually refers to a school district, but may also refer to a County Office of Education.

## M

**MAINTENANCE BILINGUAL PROGRAM:** This is another name for One-Way Dual Language Immersion and Development Bilingual Education. Refer to those entries.

**MEDIA LITERACY:** Media literacy encompasses the practices that allow people to access, critically evaluate, and create media. Media literacy is not restricted to one medium.

**MULTILINGUAL EDUCATION:** Education through the medium of two or more languages. Historically, Multilingual Education has typically referred to "first-language-first" education, that is, schooling which begins in the mother tongue and transitions to additional languages.

**MULTILINGUALISM:** Multilingualism is the ability of an individual speaker or a community of speakers to use various languages. Contrast with monolingualism, the ability to use only one language. A person who can speak multiple languages is known as a polyglot or a multilingual. Multilingual speakers outnumber monolingual speakers in the world's population. People who speak several languages are also called polyglots.

**MULTILINGUAL PATHWAY:** A multilingual pathway is a PreK –12 comprehensive and aligned sequence of courses, programs, and services designed to support language learners in achieving four big goals:

- Develop high levels of proficiency in at least two languages, one of which is the student's home language.
- Perform at high levels academically in two languages and prepare for success in college and career.
- Develop sociocultural competence.
- Develop high levels of social-emotional health, including agency, self-confidence, identity, and voice.

**MULTI-TIERED SYSTEM OF SUPPORTS (MTSS):** MTSS is a proactive and preventative framework that integrates data and instruction to maximize student achievement and support students social, emotional, and behavior needs from a strengths-based perspective. MTSS offers a framework for educators to engage in data-based decision making related to program improvement, high-quality instruction and intervention, social and emotional learning, and positive behavioral supports necessary to ensure positive outcomes for districts, schools, teachers, and students. The MTSS framework is comprised of four essential components: screening, progress monitoring, multi-level prevention system, and data-based decision making.

## N

**NEURAL PLASTICITY:** There is now solid evidence that our brains are flexible and can keep growing and evolving. Especially relevant to educators is the concept of neuroplasticity, the brain's ability to reorganize itself by forming new neural connections throughout life. We now know that many aspects of the brain can be altered (or are "plastic") even through adulthood, although the developing brain exhibits a higher degree of plasticity than the adult brain. Behavior, environmental stimuli, thought, and emotions may also cause neuroplastic change through activity-dependent plasticity, which has significant implications for healthy development, learning, memory, and recovery from brain damage.

**NEWCOMER:** A student who is a recent immigrant to the United States (i.e., has been in the U.S. for less than 12 months).

**NUMERACY:** A term that emerged in the United Kingdom as a contraction of "numerical literacy". In the United States, it is somewhat better known as "Quantitative Literacy," and is familiar to math educators and academics, but not in the common usage. Innumeracy is the absence of numeracy.

## O

**OFFICE FOR CIVIL RIGHTS (OCR):** The Office for Civil Rights is a sub-agency of the U.S. Department of Education that is primarily focused on protecting civil rights in federally assisted education programs and prohibiting discrimination on the basis of race, color, national origin, sex, sexual identity, ability, age, or membership in patriotic organizations.

**ONE-WAY DUAL LANGUAGE FOR ENGLISH LEARNERS PROGRAM/PATHWAY:** An additive multilingual program/pathway in which the goals are development high levels of proficiency in at least two languages, one of which is the student's home language; performance at high levels academically in two languages and preparation for college and career; sociocultural competence; and development of high levels of social-emotional health, including agency, self-confidence, identity, and voice. It is important to note that this program type yields the best and most sustainable results for both Emergent Multilingual Learners, after Two-Way Dual Language programs. This program typically follows the 90/10 model, referring to the percentage of usage of the target language and English. Initially, instruction is 90% in the target language and then shifts every year until there is a 50/50 balance in the instructional use of each language. The 50/50 model starts with instruction being provided 50% in each language, and that balance is maintained at each grade level. Studies have confirmed that this is one of two models that the best results, leading to full gap closure.

**ONE-WAY WORLD LANGUAGE IMMERSION PROGRAM:** This is an additive pathway that is that's designed for native speakers of English. This pathway is also known as the Canadian model, and instruction begins 100% or 90% in the target language, shifting over time until a 50/50 balance is achieved. In some variations of this model, instruction remains mainly in the target language with time for English language arts/literacy.

## P

**PARA-EDUCATOR:** A person who assists teachers in the classroom. A bilingual para-educator has passed the district-approved assessment and is fluent in both English and another language; also known as paraprofessional or instructional aide or assistant.

**PARENTAL INVOLVEMENT:** The engagement of parents in the education of their children including; parenting, communicating, volunteering, learning at home, decision-making and advocacy, relationship building and collaborating with the community.

**PEDAGOGY:** The art and science of teaching.

**PERFORMANCE-BASED ASSESSMENT:** In general, a performance-based assessment measures students' ability to apply the skills and knowledge learned from a unit or units of study. Typically, the task challenges students to use their higher-order thinking skills to create a product or complete a process (Chun, 2010).

**POST-SECONDARY EDUCATION:** Any form of education that is taken after first attending a secondary school, such as a high school. The purpose of a post-secondary education can be to receive vocational education and training or to prepare for professions or scientific/academic careers through higher education.

**PRIMARY LANGUAGE (L1):** The language that has been identified as the student's native or home language.

**PRIMARY LANGUAGE INSTRUCTION:** The use of an Emergent Multilingual Learner's primary language by a teacher as a primary medium of instruction of core content.

**PRIMARY LANGUAGE SUPPORT:** The use of a student's primary language by a teacher or paraprofessional to facilitate teaching and learning when English is the primary medium of instruction. Primary language support may include the use of bilingual dictionaries, glossaries, texts, or other reference material in the student's primary language.

**PROFESSIONAL LEARNING:** Professional learning is designed to stimulate staff's thinking and professional knowledge and to ensure that their practice is critically informed and current. When a wide range of high-quality, sustained professional learning experiences are undertaken by teachers, they are more likely to inspire pupils and provide high-quality teaching and learning experiences, enabling learners to achieve their best. In an educational context, it is important that professional learning provides rich opportunities for staff to develop and enhance their professional knowledge and practice, in order to progress the quality of learning and teaching and school improvement. Critical self-evaluation is an important part of the professional learning and professional learning process.

**PROPOSITION 58:** A California ballot proposition that passed on the November 8, 2016 ballot. Proposition 58 repealed bilingual education restrictions enacted by Proposition 227 in 1998. Proposition 58 passed by a wide margin. It preserves the requirement that public schools ensure students obtain an English language proficiency, requires school districts to solicit parent/community input in developing language acquisition programs, requires instruction to ensure English acquisition as rapidly and effectively as possible, and authorizes school districts to establish dual-language immersion programs for both native and non-native English speakers. Proposition 58 is now known as CA EdGE, or the California Education for a Global Economy Initiative.

**PROPOSITION 227:** A 1998 California ballot measure requiring children to be taught in classrooms where the instruction was "overwhelmingly" in English, essentially restricting access to bilingual programs, unless students had approved parental exception waivers. Many of the more onerous provisions of this proposition were overturned in 2016 with overwhelming passage of Proposition 58.

## R

**RECLASSIFICATION (FORMERLY CALLED REDESIGNATION):** When a student has met all the district criteria, they are reclassified from EL to RFEP (Reclassified Fluent English Proficient). This change in language classification may currently involve a change in the student's instructional program placement; however, reclassification is not synonymous with "exit" from a program. As districts move to more robust programs/pathways for Emergent Multilinguals that include the



development of bilingual proficiency, reclassified students will continue in their bilingual/dual language programs in order to continue expanding and deepening their proficiency in the target language.

**RECLASSIFIED FLUENT ENGLISH PROFICIENT (R-FEP):** A classification given to students who were once identified as English Learners who have met all of the district criteria to be considered Fluent English Proficient (FEP).

**RUBRIC:** In education, a rubric is a set of criteria and standards linked to learning objectives that is used to assess a student's performance, such as on a paper, project, or essay.

## S

**SCHOOL SITE COUNCIL (SSC):** A site governing body, consisting of the principal and elected representatives from parents/guardians and staff members at the school, which oversees the development, approval, and implementation of the School Plan for Student Achievement (SPSA).

**SECOND LANGUAGE (L2):** The second language students acquire.

**SELF-CONCEPT (OR SELF-IDENTITY):** The mental and conceptual awareness and persistent regard that sentient beings hold with regard their own being. Components of a being's self-concept include physical, psychological, and social attributes; and can be influenced by its attitudes, habits, beliefs, and ideas.

**SELF-EFFICACY:** The belief that one has the capabilities to execute the courses of actions required to manage prospective situations. Unlike efficacy, which is the power to produce an effect (in essence, competence), self-efficacy is the belief (however accurate) that one has the power to produce that effect.

**SEQUENTIAL BILINGUALISM:** Students in DLI 90/10 program will follow a sequential bilingual system where students learn to read in the target language first and add on English literacy by 2nd and 3rd grades.

**STUDENTS WITH INTERRUPTED/INCONSISTENT FORMAL EDUCATION (SIFE):** A Student with Inconsistent/Interrupted Formal Education refers to Emergent Multilingual Learners who have attended schools in the United States for less than twelve months and who, upon initial enrollment in US schools, are two or more years below grade level in literacy in their



home language and/or two or more years below grade level in math due to inconsistent or interrupted schooling prior to arrival in the US. The definition is inclusive of Low Literacy SIFE, students who have literacy at or below third grade in their home language. This means that they are not yet fluent readers in any language and do not independently use text as a resource to build new knowledge.

**SINGLE PLAN FOR STUDENT ACHIEVEMENT (SPSA):** A plan approved by the school site council (SSC), which outlines the goals, actions, timelines, and resources for continuous school improvement.

**SOCIAL-EMOTIONAL LEARNING:** Social and emotional learning (SEL) is the process through which children and adults understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions.

**SOCIOCULTURAL COMPETENCE:** Sociocultural competence is a term that, according to the Center for Applied Linguistics, encompasses identity development, cross-cultural competence, and multi-cultural appreciation.

**SPECIALLY DESIGNED ACADEMIC INSTRUCTION IN ENGLISH (SDAIE):** SDAIE is a methodology used by teachers to make academic content comprehensible to Emergent Multilingual Learners. This approach emphasizes the development of grade-level to advanced academic competencies and should be viewed as one component within a comprehensive program for English Learners. This type of approach is also sometimes known as integrated ELD.

**SPECIAL EDUCATION:** Describes an educational alternative that focuses on the teaching of students with academic, behavioral, health, or physical needs that cannot sufficiently be met using traditional educational programs or techniques.

**STANDARDS TEST IN SPANISH (STS):** a Spanish language test that measures student attainment of the state reading/language arts and mathematics standards.

**STRUCTURED ENGLISH IMMERSION PROGRAM (SEI):** Under Proposition 227, the default instructional model for Emergent Multilinguals with less than reasonable fluency in English. Core content is taught in English using SDAIE methodology along with daily leveled English Language Development (ELD). It is important to note that this program type has been proven to have some of the worst results for Emergent Multilinguals, and is no longer required under current law.

**STUDENT-CENTERED LEARNING:** An approach to education focusing on the needs of the students, rather than those of others involved in the educational process, such as teachers and administrators. This approach has many implications for the design of curriculum, course content, and interactivity of courses.

**STUDENT SUCCESS TEAM (SST):** A team consisting of the classroom teacher, parents/guardians, principal, resource teacher, and school psychologist (as needed) to discuss academic and/or social concerns, and interventions for individual students.

**STUDENT VOICE:** The distinct perspectives and actions of young people.

**SUBTRACTIVE APPROACHES/PROGRAMS:** Subtractive approaches view Emergent Multilinguals' first language as unnecessary or even detrimental to the learning of the second language, English. This phenomenon is found to be experienced by minoritized groups, especially when they are not schooled in their first language (Lambert, 1975). With the frequent usage of their second language, their native language competence and culture is gradually replaced by the second language.

## T

**THEORY OF ACTION:** Typically constructed as a series of IF/THEN propositions, a good theory of action helps us successfully and accurately translate our intentions into actions that yield the results we say we want. A good theory of action does not simply elaborate which actions to take. Too often leaders jump immediately to actions without fully examining or otherwise appreciating what is happening for students and adults. As a result, sometimes there is an investment of considerable time, funding, and other resources in particular activities before we realize that what we have set out to do won't actually get us where we want to go. If we suspend action long enough to carefully examine what is happening in our settings, we might not embark on the wrong course.

**TITLE I:** A federal program that provides supplementary funds to help improve instruction in high poverty schools to ensure all students meet state academic standards. Note: All uses of Title I funds must be based on scientifically-based research and data that verify actions resulting in increased student achievement.

**TITLE III:** A federal program that provides funding to improve the education of Emergent Multilingual Learners and Immigrant students by assisting them in learning English and meeting academic standards.

**TRANSLANGUAGING:** Translanguaging is the act performed by bilinguals of accessing different linguistic features or various modes of what are described as autonomous languages, in order to maximize communicative potential. (Ofelia García, 2009: 140) Translanguaging is about *communication*, not about *language* itself. There are times when we need to be language teachers, focusing on accuracy in English so that our learners can pass exams and be taken as proficient speakers in wider society. Much of the time, though, we are working with students to explore concepts, add to their knowledge, make connections between ideas and to help them make their voices heard by others. This is often about *communicating*, and this is where using *all* our language resources can be very valuable.

**TWO-WAY DUAL LANGUAGE IMMERSION (DI) PROGRAM/PATHWAY:** An additive multilingual program/pathway in which the goals are development high levels of proficiency in at least two languages, one of which is the student's home language; performance at high levels academically in two languages and preparation for college and career; sociocultural, multicultural, and global competency; and demonstrate high levels of agency, self-confidence, and social-emotional skills.

## U

**UNIVERSAL PRESCHOOL:** The notion that, similar to Kindergarten, access to preschool should be available to families. Child advocates have different definitions of who is included and how it is to be funded. There has been a move to change the name to Preschool for All.

## V

**VISUAL LITERACY:** Visual literacy is the ability to interpret, negotiate, and make meaning from information presented in the form of an image, extending the meaning of literacy, which commonly signifies interpretation of a written or printed text.

## W

**WORLD LANGUAGE EXPERIENCE/EXPLORATION PROGRAMS (WLEE):** Also known as FLEX or FLES, WLEE programs can support a core multilingual pathway and aim to give students a foundation for world language study. Most programs of this type provide basic introduction to the target language, or a number of target languages. These programs often help students to decide which language to study in later grades. They may also serve to boost language enrollment in a school system.



These programs frequently offer cultural information that can help students develop an appreciation of other societies and customs.

**WORLD LANGUAGE LEARNERS (WLL):** Students whose home or primary language is English, or who are English Fluent, who are enrolled in a world language program. Most districts offer some world language courses at the middle and high school level.

## APPENDIX 19

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## ADDITIONAL REFERENCES

California Education Code (References to Ed Code are found in this document on the following pages: 108-109; 123; 134; 145; 153; 157; 171; 178; 205; 211; 272-286.)



OSD Board Policy (References to OSD Board Policy are found in this document on the following pages: 115: BP 6174; 171: AR 1240; 171: AR 1240.)

California ELA/ELD Framework (This framework is referenced on pp. 30; 130; 131; 135-138; 149; 164; 199; 203-204; 292-293; 298; 308.)

The Council of Europe (<https://www.coe.int/en/web/about-us/videos>)

California ELD Standards

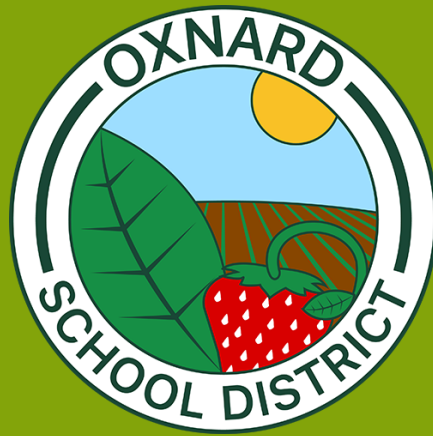
U.S. AID. The Media Literacy Project

California English Learner Roadmap Policy

Universal Design for Learning

American Library Association

Association of College and Research Librarians



# OXNARD SCHOOL DISTRICT

Ana DeGenna, Ed.D., Superintendent

## BOARD OF TRUSTEES

Verónica Robles-Solís, President

Mónica Madrigal López, Clerk

Rose Gonzales, Member

Brian Melanephy, Member

MaryAnn Rodríguez, Member

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Resolution #23-16 and Agreements #23-273 & #23-274 with SchoolsFirst for 403(b) and 457(b) Plan Administration (Mitchell/Núñez)**

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The Administration is proposing that SchoolsFirst Plan Administration be the administrator of the district's 403(b) and 457(b) plans for Oxnard School District program.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve Resolution #23-16 and Agreements #23-273 & #23-274 with SchoolsFirst Plan Administration to administer the district's 403(b) and 457(b) plan.

#### **ADDITIONAL MATERIALS:**

- Attached:** [Resolution #23-16 \(1 page\)](#)
- [Agreement #23-273 \(8 pages\)](#)
- [Agreement #23-274 \(7 pages\)](#)

**RESOLUTION #23-16**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT TO CHANGE  
403(b) AND 457(b) PLAN ADMINISTRATOR**

**WHEREAS,** The Oxnard School District currently contracts with Tax Deferred Solutions for the administration of the 403(b) and 457(b) plans for district employees; and

**WHEREAS,** The Oxnard School District has determined that it is in the best interest of the district and its employees to change the plan administrator for the 403(b) and 457(b) plans; and

**WHEREAS,** after thorough evaluation and consideration, the Oxnard School District has identified SchoolsFirst Plan Administration as a suitable candidate to serve as the new plan administrator for the 403(b) and 457(b) plans;

**WHEREAS,** that the Oxnard School District hereby approves the termination of the contract with Tax Deferred Solutions for the administration of the 403(b) and 457(b) plans, effective April 30, 2024; and

**WHEREAS,** that the Oxnard School District hereby approves entering into an agreement with SchoolsFirst Plan Administration to serve as the new plan administrator for the 403(b) and 457(b) plans, effective May 1, 2024; and

**BE IT THEREFORE RESOLVED,** that the Superintendent or designee is authorized to take all necessary actions to facilitate the transition to SchoolsFirst Plan Administration as the new plan administrator, including but not limited to, notifying employees, coordinating with Tax Deferred Solutions and SchoolsFirst Plan Administration, and executing necessary agreements; and

**BE IT THEREFORE FURTHER RESOLVED,** that the Oxnard School District directs the Superintendent or designee to ensure that the transition to SchoolsFirst Plan Administration as the new plan administrator is conducted smoothly and with minimal disruption to employees participating in the 403(b) and 457(b) retirement plans

ADOPTED by the Governing Board on March 20, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Signed:

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President of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

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Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

**SchoolsFirst Plan Administration  
And  
Oxnard School District**

**SERVICE AGREEMENT  
403(b) PLAN**

This Agreement is hereby entered into by and between SchoolsFirst Plan Administration, herein after referred to as “SchoolsFirst” and Oxnard School District “Employer” and collectively referred to as the Parties for the purpose of this Agreement.

The parties hereby agree as follows:

1.0 ADMINISTRATIVE DUTIES

SchoolsFirst will perform services as Third Party Administrator as required for the proper administration of Employer’s retirement plans that qualify under IRC Sections 403(b) (“the Plan”). SchoolsFirst shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

- (a) SchoolsFirst will assist Employer in maintaining its provider retirement plan meeting operational, compliance, and administrative guidelines under Section 403(b) of the Internal Revenue Code of 1986 (“the Code”). All rights, privileges, and responsibilities for establishing the terms and conditions of the Plan, implementation of the Plan, and managing the Plan in all respects other than with respect to those services to be performed by SchoolsFirst as described in this Agreement and/or in the Plan, will be at the sole discretion and direction of the Employer as Plan Sponsor. SchoolsFirst will review and make recommendations to the Employer or such other person designated by the Employer with regard to any plan changes that may be required to assist the Employer with continuing compliance.
- (b) SchoolsFirst will determine the eligibility of participants to receive benefits and make contributions to the Plans.
- (c) SchoolsFirst will maintain all necessary records for the administration of the Plans and file any necessary returns relating to the Plans.
- (d) SchoolsFirst will create and maintain a database of information provided by Employer or its designee and Employer’s employees to monitor applicable contribution limits under IRC Sections 403(b), 402(g), and 415(c). The database will establish and monitor the maximum allowable contribution (“MAC”) limit for each participant in the Plans. SchoolsFirst shall make all reasonable efforts to prevent excess deferrals during the tax year.
- (e) SchoolsFirst will rely exclusively on information provided by the Employer and employee in establishing allowable limits and performing any required calculations.

- (f) SchoolsFirst will coordinate procedures to properly correct contributions made in excess of maximum allowable contribution limits, if any, with the participant and investment option provider.
- (g) SchoolsFirst agrees to assist Employer or its designee to share encrypted employee data and to receive retirement plan contributions for the Plans via electronic payroll deductions. Each pay period, Employer or their designee will remit retirement plan contributions for its employees to SchoolsFirst via ACH/EFT or Fed Wire; and Employer or its designee will provide an ASCII text file or other electronic file of employee data from Employer's payroll system via encrypted Internet transmission.
- (h) During the term and renewal terms(s) of this agreement, SchoolsFirst will remain a technical resource for Employer and Employer's employees, and will provide ongoing services to resolve operational, administrative, and compliance issues.
- (i) SchoolsFirst agrees to make copies of all plan records in its possession or control available for Employer review upon receipt of written request from Employer.
- (j) SchoolsFirst will also assist Employer in preparing and establishing a written loan policy as well as reviewing distributions, exchange/transfers, and loan requests for authorization.
- (k) SchoolsFirst will facilitate services to participants regarding the rights, benefits, or elections available under the provider plans and in assisting employees in completing any forms necessary for participation.
- (l) SchoolsFirst will facilitate the collection of Provider Agreements and act as Employer's liaison to answer questions and inquiries from providers. SchoolsFirst will notify Employer and make recommendations regarding any provider or potential provider who does not agree to cooperate with all administrative and compliance procedures as established by the SchoolsFirst, and/or with the terms of the Provider Agreement.
- (m) SchoolsFirst will receive and process all Salary Reduction Agreements for all participants of the plans.
- (n) SchoolsFirst will provide the Employer with timely information of any additions or changes that may be required for payroll processing as a result of an addition, change or termination of a Salary Reduction Agreement.
- (o) SchoolsFirst agrees to assist Employer to establish an employee education program that satisfies federal and state regulation requirements. The education program will be designed to meet the specific needs of the Employer and Employer's employees, including online website education resources, written material, and voluntary workshops.



## 2.0 EMPLOYER RESPONSIBILITIES

The Employer will provide information for each employee participating in the Plans necessary for SchoolsFirst to establish an information database, and to establish the Maximum Allowable Contribution limits and monitoring as set forth in Article 1.0. If necessary, information not available to Employer may be provided by Employer's employees. Employer acknowledges the importance of obtaining accurate data from the Employer's employees and agrees to facilitate the gathering of information from employees in any manner that is reasonable and permitted within IRS and State procedure, and that allows SchoolsFirst to perform its duties under this Agreement. Employer understands that the Maximum Allowable Contributions are based solely on information provided to SchoolsFirst by Employer and Employer's employees.

## 3.0 TERM

In consideration for the performance of the services delineated herein, Employer promises and agrees that SchoolsFirst shall be the exclusive third party administrator, for the performance of said services with respect to the Employer's retirement plans that qualify under IRC Section 403(b), for a period of three (3) years, beginning the effective date of this Agreement and ending the December 31 following the second anniversary of the effective date of the Agreement. This Agreement shall automatically renew for a maximum of three (3), one (1) year terms following the completion of the prior term unless notice of intent to not renew is provided 30 days before the scheduled automatic renewal date. This Agreement may be terminated by either party without cause upon provision of sixty (60) days written notice.

SchoolsFirst or the Employer may terminate this Agreement for any reason upon sixty (60) days' written notice, but such termination shall in no manner affect any liability of the SchoolsFirst incurred prior to such termination. However, the Employer may terminate this Agreement at any time in the event of material and/or recurring breaches by the SchoolsFirst of its obligations hereunder.

## 4.0 INDEMNIFICATION

SchoolsFirst shall defend, hold harmless, and indemnify the Employer and its governing board, their officers, employees, and agents, from every claim, obligation, demand and suit at law or equity, which may arise out of, be connected with or be made by reason of the breach of SchoolsFirst of the terms and provisions of this Agreement, and shall satisfy any judgment rendered or settlement against any indemnified parties, except for liability resulting from the gross negligence, willful misconduct, actual fraud or criminal conduct, of an indemnified party. The Employer shall notify SchoolsFirst within a reasonable amount of time upon the receipt of any such claim, demand or suit. SchoolsFirst also agrees to indemnify the Employer for penalties and interest payments imposed by the Internal Revenue Service, the Department of Labor or any other regulatory agency as a direct result of services provided under this Agreement, or SchoolsFirst failure to provide services as required under this Agreement, including inaccurate MAC limits provided by SchoolsFirst, so long as the information provided by the Employer and the employee/participant is materially accurate and complete.

## 5.0 MISCELLANEOUS PROVISIONS

### 5.1 Status as Investment Companies

SchoolsFirst warrants that at all times, the investment option providers whose shares are offered through the Accounts are regulated investment companies within the meaning of IRC Sections 403(b)(7)(c) and 851(a), are described as regulated investment companies in their current prospectuses declared effective under the securities Act of 1933, are eligible investments for the Accounts and are registered for sale with the State of California. SchoolsFirst shall advise the investment option providers of all requirements and rely on reasonable representations made by them.

### 5.2 Withholding

SchoolsFirst shall instruct the investment option provider or other disbursing agent to comply with all applicable withholding rules relating to distributions to employees and beneficiaries, and advise the investment option provider to file all required information returns relating to such distributions.

### 5.3 Privacy of Employee Information

SchoolsFirst acknowledges that in the course of carrying out its duties under this Agreement it may receive confidential information relating to the Employer's employees. SchoolsFirst, its agents or affiliates, agrees not to use such information beyond the purpose for which it was provided and not to disclose such confidential information to other parties, other than its agents or affiliates as required for SchoolsFirst to fulfill the responsibilities as stated in this Agreement, except to the extent required by the Internal Revenue Service, by law, or with the consent of the Employer or employee. Additionally, SchoolsFirst, its agents or affiliates agree to take appropriate steps to secure such confidential information from misuse or unauthorized disclosure.

### 5.4 Solicitation and Directives

SchoolsFirst, its agents, and representatives shall comply with all pertinent written directives from the Employer regarding the solicitation of employees of the Employer and the purchase of Accounts and Annuities. No contact of employees shall be made on premises of the Employer in person by telephone or by other means except as approved by the Employer.

### 5.5 Cooperation from Company

SchoolsFirst shall, in the event of an audit by the Internal Revenue Service, an internal audit by Employer or a third party firm designated by the Employer, or in any other instance in which Employer requires it, promptly provide necessary information as requested by Employer for 403(b) or 401(a) accounts held by SchoolsFirst for employees of Employer.

### 5.6 Prior Agreements

This Agreement supersedes and replaces any and all prior agreements of SchoolsFirst regarding the offering and administering of Accounts and Annuities to employees of the Employer.

- 5.7 Alteration of Terms  
No alteration or variation of the terms of this Agreement shall be valid unless the parties mutually consent in writing to such alterations or variations.
- 5.8 Governing Law/Venue  
This Agreement shall be construed, administered and enforced in accordance with the laws of the State of California, and in conformity with IRC Section 403(b). The Parties specifically agree and recognize that all disputes between the Parties, their agents, affiliates, representatives, employees, successors or assignees, arising directly or indirectly from the services and obligations contemplated by this Agreement or any contemporaneous agreement between the Parties, shall be determined by binding arbitration to the full extent provided by law. The Parties agree that such arbitration shall be held in the State of California, in the County of Orange, before a panel of three neutral arbitrators under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon an award of the arbitrators may be entered and enforced in any court having jurisdiction. The Parties to such dispute will equally share the fees and expenses of the arbitrators. The Parties agree that each Party in any such arbitration shall bear the cost of their own attorney's fees. The Parties specifically waive the right to seek remedies in court, including the right to jury trial. Nothing herein shall be interpreted to limit the rights of any Party to seek injunctive or equitable relief pending arbitration.
- 5.9 Severability  
If any provision of the Agreement is determined to be illegal, unenforceable, or invalid, the remaining provisions of this agreement shall not be affected and shall remain in force and effect.
- 5.10 Assignment  
SchoolsFirst shall not assign any rights or obligations under this agreement to a third party without the written consent of the Employer.
- 5.11 Extraordinary Circumstances  
No Party to this agreement shall be held responsible for the delay or failure to perform services obligations under this Agreement when such delay or failure is due to fire, flood, epidemic, strike, an act of God or any public enemy, unusually severe weather, failure or malfunction of any electronic, electric or mechanical equipment, legislative or regulatory acts of any public authority, delays or defaults caused by public carriers, or other circumstances which cannot reasonably be forecast or provided against.
- 5.12 Limitation of Authority to Act  
No Party to this agreement shall have any authority to incur any expense or obligation of any kind or nature, in the name of or on behalf of any other Party, without express written authority.
- 5.13 Insurance Requirements  
SchoolsFirst shall, at SchoolsFirst's sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of the contract a policy or policies of insurance covering

SchoolsFirst's services and furnish to Employer a certificate of insurance evidencing all coverage and endorsements required hereunder. SchoolsFirst shall identify employer as a certificate holder under its Professional Liability Insurance coverage. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California. Minimum coverage shall be as follows:

- a. General Liability Insurance for injuries including accidental death, to any person in an amount not less than **\$1,000,000 Per Occurrence.**

Professional Liability Insurance in an amount not less than **\$1,000,000 Per Occurrence.**

- b. Statutory Workers Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
- c. Company shall provide a thirty (30) day written notice in advance to Employer of cancellation or reduction in coverage.

5.14 Conflict of Interest

During the course of this Agreement, should conflicts of interest arise between SchoolsFirst and Employer, Company shall immediately notify Employer of conflict.

5.15 Compliance with Law

Company shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

5.16 Fee for Services

As consideration for the services provided hereunder, SchoolsFirst shall receive a \$2.00 fee per actively contributing participant per month. Employer authorizes SchoolsFirst to bill this fee to the investment option providers selected by plan participants. Employer shall have no financial obligation to SchoolsFirst for services performed by them pursuant to this Agreement.

## CONTACT PERSONS FOR PURPOSES OF THIS AGREEMENT

Oxnard School District  
Contact Person:

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Name: Valerie Mitchell

Phone: (805) 385-1501

Mailing Address as to this Agreement:

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

SchoolsFirst Plan Administration  
Contact Person

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Name: Tony Romero

Phone: 800.462.8328 ext. 4727

Mailing Address as to this Agreement:

SchoolsFirst Plan Administration  
15222 Del Amo Ave.  
Tustin CA 92780

**EXECUTION OF AGREEMENT**

SchoolsFirst Plan Administration

Oxnard School District

By:   
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Jessica Jamison  
\_\_\_\_\_  
PRINT NAME

Valerie Mitchell  
\_\_\_\_\_  
PRINT NAME

Vice President, Retirement Planning & Administration  
\_\_\_\_\_  
TITLE

Assistant Superintendent, Business Services  
\_\_\_\_\_  
TITLE

2/29/2024  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**SchoolsFirst Plan Administration  
And  
Oxnard School District**

**SERVICE AGREEMENT  
457(b) PLAN**

Employer: Oxnard School District

Plan: Oxnard School District 457(b) Plan

The above-named employer ("Employer") hereby retains SchoolsFirst Plan Administration ("SchoolsFirst") to provide services for the above-named 457(b) plan ("Plan") according to the following terms and conditions:

1. **Services.** SchoolsFirst agrees to provide the record-keeping and administrative services to the Plan which are identified below and described in more detail in both the Schedule of SchoolsFirst Services (attached hereto as Schedule 'A' and Schedule 'B') for the Plan.
2. **Employer Obligations to SchoolsFirst.** Employer shall:
  - A. Determine the eligibility of participants to receive benefits and make contributions to the Plans.
  - B. Inform employees of their eligibility for participation in the Plan. Employees who choose to participate should be directed to SchoolsFirst to assist them in completing all necessary forms for participation. SchoolsFirst will make participants aware of their rights, benefits and/or options available under the Plan.
  - C. Input participant Salary Reduction Agreement adjustments into the district payroll system as directed by SchoolsFirst.
  - D. Provide SchoolsFirst with payroll deduction data for each pay period. Data received will be used to forward contributions, follow up with vendors on past contributions, and record personal deductions in monitoring each participant's individual contribution limits. Any additions or changes to the payroll after the data has been submitted should also be communicated to SchoolsFirst to facilitate proper recordkeeping.
  - E. Provide information for each Employee participating in the Plan, necessary for SchoolsFirst to establish an information database monitoring maximum allowable contribution limits under section 457(b). If necessary, information not available to Employer may be provided by Employees. Employer acknowledges the importance of obtaining accurate data from Employees and agrees to facilitate the gathering of information from Employees in any manner that is reasonable and permitted within IRS and state law and that allows SchoolsFirst to perform the duties under this Agreement. Employer understands that the maximum allowable contribution limit monitoring is based solely on information provided to SchoolsFirst by Employer and Employees.
  - F. Provide information in a format acceptable to SchoolsFirst, as required to perform remittance of contributions and monitoring of contribution limitations.
  - G. Assist in compliance activities relating to the approval of transactions with investment providers that have entered into a provider agreement with SchoolsFirst by providing relevant information including, but not limited to Employee date of hire, Employee date of termination, Employee disability status, and Employee date of death.
3. **Indemnification.** To the extent allowed under state law, the Parties hereby agree to indemnify and hold harmless each other against and in respect to all damages (as herein after defined) which arise out of the failure of the other to meet the requirements of this agreement. Damages, as used herein, shall include

any claim, action, demand, loss, cost, expense, liability (joint or several), penalty and other damage, including without limitation counsel fees and other costs and expenses reasonable incurred in investigating or in attempting to avoid same or oppose the imposition thereof of in enforcing this indemnity. Within thirty (30) days receipt of any such litigation or demand, SchoolsFirst and Employer agree to give one another prompt written notice of any claim threatened or instituted against the other which might constitute the basis for a claim for indemnity by either against the other. If either party does not notify the other within the said thirty (30) days, this indemnification is null and void against the party who fails to make such notification.

SchoolsFirst agrees that its obligations to indemnify under this article shall extend to members of the governing board and the employees of Employer.

4. **Term.** In consideration for the performance of the services delineated herein, Employer promises and agrees that SchoolsFirst shall be the exclusive third party administrator, for a period of three (3) years beginning the effective date of this Agreement, and ending the December 31 following the second anniversary of the effective date of the Agreement. This Agreement shall automatically renew for a maximum of three (3), one (1) year terms following the completion of the prior term unless notice of intent to not renew is provided 30 days before the scheduled automatic renewal date. This Agreement may be terminated by either party without cause upon provision of sixty (60) days written notice. Notice mailed by certified mail to the last known address will be deemed sufficient notice of termination of the Agreement.
5. **Integration and Severability.** This Service Agreement, together with all attachments hereto represents the entire agreement of the parties, and supersedes any prior agreement as to the subject matter contained herein. In the event that any provision or portion of this agreement is declared void or unenforceable in a court of law, the remaining provisions of this contract shall remain binding upon the parties as if the void or unenforceable provision had not been included.
6. **Time is of the Essence.** For provision of all services selected by the Employer and provided by SchoolsFirst, time is of the essence. Failure by the Employer to comply with the timing provisions specifically identified herein shall constitute a violation of the terms of this agreement. In the context of Employer's provision of information, in no event is the furnishing of information considered timely if it occurs beyond the deadline specified in the request for information. For most plans SchoolsFirst requires information necessary to perform year-end testing no later than one month following the end of the plan year. Other deadlines may apply depending upon the type of Plan, which will be identified with specificity in notices provided to the Employer. However, Neither party shall be held responsible for the delay or failure to perform services and/or obligations under this Agreement when such delay or failure is due to fire, flood, epidemic, strike, an act of God or any public enemy, unusually severe weather, failure or malfunction of any electronic, electric or mechanical equipment, legislative or regulatory acts of any public authority, delays or defaults caused by public carriers, or other circumstances which cannot reasonably be forecast or provided against.
7. **Form of Notice.** Notice of termination of the Plan shall be in the manner prescribed in paragraph 6. All other notices required or identified herein must be in writing and conveyed to the other party in the manner best-calculated to provide the recipient with actual notice. If notice is conveyed by email, sender shall require proof of receipt. Notice will at a minimum convey what action is required to be taken by the party receiving the notice, and will specify a clear deadline for compliance.
8. **Format of Documents.** All documents to be provided pursuant to this contract, including documents provided for the purpose of plan termination shall be provided electronically in either pdf or Excel format.
9. **Compliance/Breach.** If Employer is unable or unwilling to comply with any of the terms and conditions contained in the Service Agreement, Employer will be in breach of contract and SchoolsFirst shall have the right to cease immediately to provide any further services to Employer or Plan.
10. **Notices/Contact Persons for Purposes of this Agreement.** All notices under this Agreement shall be provided as directed in paragraph 10, above, effective upon receipt and addressed as indicated:



## CONTACT PERSONS FOR PURPOSES OF THIS AGREEMENT

Oxnard School District  
Contact Person:

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Name: Valerie Mitchell

Phone Number: (805) 385-1501

Mailing Address as to the Agreement:  
1051 South A Street  
Oxnard, CA 93030

SchoolsFirst Plan Administration  
Contact Person

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Name: Tony Romero  
Phone: 800.462.8328 ext. 4727

Mailing Address as to this Agreement:  
SchoolsFirst Plan Administration  
15222 Del Amo Ave.  
Tustin CA 92780

IN WITNESS HEREOF, the parties hereto have executed this Service Agreement on the date below written.

SchoolsFirst Plan Administration

Oxnard School District

By:   
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Jessica Jamison  
\_\_\_\_\_  
PRINT NAME

Valerie Mitchell  
\_\_\_\_\_  
PRINT NAME

Vice President, Retirement Planning & Administration  
\_\_\_\_\_  
TITLE

Assistant Superintendent, Business Services  
\_\_\_\_\_  
TITLE

2/29/2024  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## **SCHEDULE 'A'**

### **Schedule of Services 457(b) Plan**

SchoolsFirst Plan Administration hereinafter referred to as "SchoolsFirst," Shall:

- 1) Provide services as described in this Agreement and in the attached Service Proposal on behalf of Employer. SchoolsFirst shall provide the services described herein in a professional, workmanlike manner. SchoolsFirst will be obligated to perform only those services as a Third Party Administrator specifically enumerated in this Service Agreement and in the attached Service Proposal. SchoolsFirst reserves the right to perform other services which in its sole discretion it believes are necessary to the efficient, professional, and workmanlike execution of its duties hereunder; however, performance of such services not enumerated herein shall not create an ongoing obligation to perform such duties. In no event will SchoolsFirst be deemed to have breached its duties to the Employer because of a failure to perform some function not enumerated herein, and agreed-upon by the parties.
- 2) Perform the duties of general administration of the 457(b) Plan, which are:
  - a) Assist Employer in establishing and maintaining a non-specific provider retirement plan, meeting operational, compliance and administrative guidelines under Internal Revenue Code Section 457(b). All rights, privileges and responsibilities for establishing the terms and conditions of the Plans, implementation of the Plans and managing the Plans will be at the sole discretion and direction of Employer as Plan Sponsor. SchoolsFirst will review and make recommendations to Employer or such other person designated by Employer with regard to any plan changes that may be required to assist Employer with continuing compliance and administration;
  - b) Determine the eligibility of participants to receive benefits and make contributions to the Plan;
  - c) Maintain all necessary records for the administration of the Plan and file any necessary returns relating to the Plan;
  - d) Create and maintain a database of information provided by Employer and employees of the Employer (collectively "Employer") to monitor applicable contribution limits under IRC § 457(b). The database will establish and monitor the maximum allowable contribution ("MAC") limit for each participant in the Plan. SchoolsFirst will receive contribution data summaries for participants who may be approaching or who may have exceeded their annual MAC. SchoolsFirst will rely exclusively on information provided by Employer in establishing allowable limits and performing required calculations;
  - e) Coordinate procedures to properly correct contributions made in excess of MAC limits, if any, with the participant and investment provider;
  - f) Assist Employer to share encrypted Employee data and to receive retirement plan contributions for the Plan through payroll deductions. Each pay period, Employer will remit retirement plan contributions for Employees to SchoolsFirst via ACH/EFT, check, or Fed Wire; and Employer will provide SchoolsFirst a file of Employee data in a format reasonably acceptable to SchoolsFirst from Employer's payroll system via encrypted Internet transmission. SchoolsFirst agrees that contributions and repayments remitted shall be promptly transmitted to the investment option providers according to the instruction provided in the corresponding file within three (3) business days provided funds and date are received in good order;
  - g) Remit Plan contributions to the investment providers via the U.S. Postal Service or FedEx unless the provider can accommodate an ACH/EFT transmission of funds by SchoolsFirst in a reasonable manner;

- h) Provide Plan document services or subsequent restatements or amendments as necessary to comply with Federal and State law and as requested by Employer. All plan documents and forms completed by SchoolsFirst should be reviewed by Employer's legal counsel. SchoolsFirst shall provide forms, information and documents in proper time sequence.
  - i) Facilitate the collection of provider agreements. SchoolsFirst will notify Employer regarding any provider or potential provider who does not agree to cooperate with all administrative and compliance procedures as established by SchoolsFirst, and/or with the terms of the provider agreement;
  - j) Assist Employer in preparing and establishing a written loan policy and in processing loan applications as well as unforeseeable emergency distributions.
- 3) Promptly provide necessary information as requested by Employer in the event of an audit by the Internal Revenue Service, the internal audit by Employer, or a third party firm designated by Employer or in any other instance in which Employer required it.
- 4) By signing the Service Agreement, the parties acknowledge that SchoolsFirst provision of record-keeping and administrative services hereunder is not intended to make SchoolsFirst a Plan Administrator or a Fiduciary to the Plan as those terms are defined in ERISA § 3. The parties further acknowledge that this agreement does not grant to SchoolsFirst any discretionary authority or control respecting management or administration of the Plan, and that the services provided by SchoolsFirst shall not be construed by the parties as management or disposition of Plan assets. The parties understand that SchoolsFirst does not provide investment advisory services, and none of the services provided hereunder may be interpreted as investment advice, as that term is used in ERISA § 3(21)(A). The parties understand that SchoolsFirst provides no accounting services outside of the record-keeping services required for the Plan. SchoolsFirst shall have no liability for the accuracy or completeness of any of the books or records of the Plan for any period preceding the effective date of this Agreement. SchoolsFirst does not provide legal services. Accordingly, all plan documents and forms completed by SchoolsFirst should be reviewed by competent legal counsel.

*SchoolsFirst shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement including but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.*

*Reference to ERISA in this document is intended only as incorporating ERISA's definition of 'Plan Administrator' and 'Fiduciary' and does reflect any intention by the Parties that the Employer be subject to Title I of ERISA.*

## **SCHEDULE 'B'**

### **SchoolsFirst Schedule of Services 457(b) Plan**

SchoolsFirst Plan Administration hereinafter referred to as "SchoolsFirst," Shall:

- (a) Assist participants in understanding the rights, benefits, or elections available under the Plan and assist employees in completing any necessary forms for participation;
- (b) Facilitate the collection of Provider Agreements and act as employer's liaison to answer questions and inquiries from providers. SchoolsFirst will notify Employer and make recommendations regarding any provider or potential provider who does not agree to cooperate with all administrative and compliance procedures as established by SchoolsFirst, and/or with the terms of the Provider Agreement;
- (c) Receive and process all Salary Reduction Agreements for all participants of the plan;
- (d) Provide the Employer with timely information of any additions or changes that may be required for payroll processing as a result of an addition, change or termination of a Salary Reduction Agreement;
- (e) Promptly transmit the contributions and repayments remitted to the investment option providers selected by the individual Plan participants as soon as reasonably possible (normally within one (1) business day);
- (f) Provide notice to Employer regarding participants who may be approaching or who may have exceeded their maximum annual contribution limit.
- (g) Assist Employer to establish an employee education program that satisfies federal and state regulation requirements and is designed to meet the specific needs of the Employer and Employer's employees, including online website education resources, written material, and voluntary workshops;
- (h) Remain a technical resource for Employer and provide ongoing services to resolve operational, administrative and compliance issues during the term and renewal term(s) of this Agreement;

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Speech Language Pathologist Permit Waiver for Julissa Gonzalez to serve as a Speech Therapist at Ramona School for the 2023-24 School Year (Torres/Carroll)**

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The District is recommending that the Board of Trustees approve this action item for a **Speech Language Pathologist Permit** Waiver, for **Julissa Gonzalez**, to serve as a Speech Therapist at Ramona School for the 2023-24 school year until the employee completes a credential program.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the **Speech Language Pathologist Permit** Waiver, as presented.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section D: Action Items

### **Declaration of Need for Fully Qualified Educators for the 2024-2025 School Year (Torres/Carroll)**

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Form CL-500 is issued by the State of California Commission on Teacher Credentialing. This form is a Declaration of Need for Fully Qualified Educators. By submitting this annual declaration, the District is certifying a diligent search to recruit fully prepared teachers for any assignments made, or if a suitable fully prepared teacher is not available, the District will make a reasonable effort to recruit, based on the priority stated on the form submitted. This authorizes the District to hire a teacher under an intern program or a limited assignment permit. The District does not anticipate the need for any non-fully qualified teachers. This application is required by the State of California Commission on Teacher Credentialing and is only for precaution.

#### **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 approve the Declaration of Need for Fully Qualified Educators for the 2024-2025 school year and authorize its submission to the State of California Commission on Teacher Credentialing.

#### **ADDITIONAL MATERIALS:**

**Attached:** [cl500 2024 2025.pdf](#)





The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

\_\_\_\_\_

*Name*

*Signature*

*Title*

\_\_\_\_\_

*Fax Number*

*Telephone Number*

*Date*

\_\_\_\_\_

*Mailing Address*

\_\_\_\_\_

*E-Mail Address*

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

**Type of Emergency Permit**

**Estimated Number Needed**

CLAD/English Learner Authorization (applicant already holds teaching credential)

\_\_\_\_\_

Bilingual Authorization (applicant already holds teaching credential)

\_\_\_\_\_

List target language(s) for bilingual authorization:

\_\_\_\_\_

Resource Specialist

\_\_\_\_\_

Teacher Librarian Services

\_\_\_\_\_

Emergency Transitional Kindergarten (ETK)

\_\_\_\_\_

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

**Authorizations for Single Subject Limited Assignment Permits**

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes      No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes                  No

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_

\_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading to BP/AR 5141.2 Administering Medication and Monitoring Health Conditions (Fox/Nocero)**

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The BP/AR 5141.2 Administering Medication and Monitoring Health Conditions has been updated based on recommendations by CSBA (California School Board Association). The new Language is Highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the April 17, 2024, Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the revision for BP/AR 5141.2 Administering Medication and Monitoring Health Conditions as the first reading as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [AR 5141.21 Administering Medication And Monitoring Health Conditions \(13 pgs\).pdf](#)  
[BP 5141.21 Administering Medication And Monitoring Health Conditions \(7 pgs\).pdf](#)

**Regulation 5141.21: Administering Medication And Monitoring Health Conditions**

Status: ADOPTED

Original Adopted Date: 09/24/2019 | Last Revised Date: 08/23/2017

**Definitions**

*Authorized health care provider* means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

*Other designated school personnel* means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

*Medication* may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

*Epinephrine auto-injector* means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

*Anaphylaxis* means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

*Opioid antagonist* means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

*Albuterol* means a bronchodilator used to open the airways by relaxing the muscles around the bronchial tubes. (Education Code 49414.7)

*Inhaler* means a device used for the delivery of prescribed asthma medication that is inhaled. (Education Code 49414.7)

~~(cf. 5141.23 – Asthma Management)~~

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs)~~

**Notifications to Parents/Guardians**

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side

effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

~~(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education) (cf. 6164.6 - Identification and Education Under Section 504)~~

## Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. ~~Providing~~ Submitting parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)
3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

## Parent/Guardian Statement

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to ~~enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility to~~ provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands that he/she may terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse

reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

### **Health Care Provider Statement**

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

### **District Responsibilities**

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered.
4. Maintain for each student a medication log which may:
  - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information

- b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
- 5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
- 6. Ensure that student confidentiality is appropriately maintained (cf. 5125 - Student Records)
- 7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities

~~(cf. 5148.2 - Before/After School Programs) (cf. 6145.2 - Athletic Competition)~~

~~(cf. 6153 - School Sponsored Trips)~~

- 8. Report to a student's parent/guardian and the site administrator any refusal by the student to take his/her **the** medication
- 9. Keep all medication to be administered by the district in a locked drawer or cabinet
- 10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
- 11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
- 12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
- 13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance,
- 14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

### **Emergency Epinephrine Auto-Injectors and Emergency Albuterol Inhalers**

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or **when a school nurse or physician is unavailable, a trained** volunteer employee ~~when a school nurse or physician is unavailable,~~ may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. **A trained volunteer may include the holder of an Activity Supervisor Clearance Certificate who has specified training.** (Education Code 49414)

**Additionally, the Superintendent or designee may make emergency stock albuterol inhalers available to school nurses and trained personnel who have volunteered to be used to provide medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress.** (Education Code 49414.7)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injectors **and/or albuterol inhalers for emergency aid to individuals exhibiting signs of anaphylaxis reaction or respiratory distress.** **Such notice shall also describe** ~~and describing~~ the training that the volunteers **s** will receive. (Education Code 49414, **49414.7**)

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person



designated by a physician and surgeon authorized pursuant to Education Code 49414 or 49414.7, and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414, 49414.7)

~~(cf. 4131—Staff Development) (cf. 4231—Staff Development) (cf. 4331—Staff Development)~~

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors or stock albuterol inhalers for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. (Education Code 49414, 49414.7)

Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

The district shall store emergency epinephrine auto-injectors and stock albuterol inhalers in an accessible location, and shall specify such location in annual notices to staff.

If an epinephrine auto-injector either medication is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors all medications shall be restocked before their expiration date. (Education Code 49414, 49414.7)

Any volunteer or trained personnel who administers either medication shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials retained by the school. (Education Code 49414, 49414.7)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414, 49414.7)

~~(cf. 4112.6/4212.6/4312.6—Personnel Files)~~

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, or 49414.7 including, but not limited to, the acceptance of epinephrine auto-injectors and/or emergency albuterol inhalers from a manufacturer or wholesaler. (Education Code 49414, 49414.7)

~~(cf. 3290—Gifts, Grants and Bequests)~~

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

~~(cf. 3580—District Records)~~

## **Emergency Medication for Opioid Overdose**

The district may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

Additionally, if the district accepts emergency naloxone hydrochloride or another opioid antagonist from the county office of education (COE), the Superintendent or designee shall maintain at least two units of the medication at each district middle, junior high, high, and adult school. (Education Code 49414.8)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The principal or designee shall designate two or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3, 49414.8)

Each volunteer shall meet the minimum standards of training for the administration of an emergency opioid antagonist as specified in Education Code 49414.3 or shall have undergone opioid overdose prevention and treatment training and reviewed material available on the California Department of Public Health's website. (Education Code 49414.8)

Any prescription for naloxone hydrochloride or another opioid antagonist shall be obtained by a school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3, 49414.8)

Employees and volunteers that render emergency treatment at the scene of an opioid overdose or suspected opioid overdose by administering an opioid antagonist shall not be liable for civil damages resulting from an act or omission, unless such act constitutes gross negligence or willful or wanton misconduct. (Health and Safety Code 1799.113)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer in writing and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a COE, manufacturer, or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)

## Anti-Seizure Medication

A school nurse or, if a school nurse is not onsite or available, a volunteer designated by the district may administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed such medication from the student's health care provider and is suffering from a seizure. (Education Code 49468.2)

Upon receipt of a request from the parent/guardian of a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed emergency anti-seizure medication, the Superintendent or designee may designate one or more volunteer(s) at the student's school to receive initial and annual refresher training regarding the emergency use of anti-seizure medication. (Education Code 49468.2)

In order to solicit volunteers, the district shall distribute a notice at least once, but no more than two times per school year, to all staff that includes the following information: (Education Code 49468.2)

1. A description of the volunteer request stating that the request is for volunteers to be trained to recognize and respond to seizures, including training to administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy if the student is suffering from a seizure
2. A description of the training that the volunteer will receive
3. The right of an employee to rescind the offer to volunteer
4. A statement that there will be no retaliation against any individual for rescinding the offer to volunteer, including after receiving training

A volunteer may rescind the offer to administer emergency anti-seizure medication at any time, including after receipt of training. (Education Code 49468.2)

If a volunteer rescinds the offer to volunteer or is no longer able to act as a volunteer for any reason, or if the placement of a student changes and the student no longer has access to a trained volunteer, the district may distribute an additional two notices per school year to all staff. (Education Code 49468.2)

Volunteer employees shall receive initial and annual refresher training, based on standards adopted by the SPI, regarding the recognition and response to seizures and the administration of emergency anti-seizure medication. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49468.2)

Before administering emergency anti-seizure medication or therapy prescribed to treat seizures in a student diagnosed with seizures, a seizure disorder, or epilepsy, the district shall obtain from the student's parent/guardian a seizure action plan as specified in Education Code 49468.3. The school or district nurse shall collaborate with the parent/guardian of each student diagnosed with seizures, a seizure disorder, or epilepsy in the development of a plan if the student does not have an individualized education plan or Section 504 plan. (Education Code 49468.3)

If the school obtains written consent from the student's parent/guardian, in accordance with 34 CFR 99.30, the seizure action plan shall be distributed to any school staff or volunteers responsible for the supervision or care of the student. (Education Code 49468.3)

Upon receipt of a request from a parent/guardian of a student diagnosed with seizure, a seizure disorder, or epilepsy, the district shall notify the parent/guardian that the student may qualify for services or accommodations pursuant to Section 504 of the federal Rehabilitation Act of 1973 or an individualized education program and shall assist the parent/guardian with the exploration of that option. (Education Code 49468.2)

Additionally, if there are no volunteers at the student's school, the Superintendent or designee shall notify the student's parent/guardian of the student's right to be assessed for services and accommodations guaranteed under Section 504 of the federal Rehabilitation Act of 1973 and the federal Individuals with Disabilities Education Act, and may ask the parent/guardian to sign such notices. (Education Code 49468.2)

The principal or designee shall notify the school nurse assigned to the school, or if a school nurse is not assigned to the school or district, the Superintendent or designee, if an employee administers an emergency anti-seizure medication. (Education Code 49468.3)

The notification described above and the seizure action plan shall be kept on file in the office of the school nurse or a school administrator, in compliance with all applicable state and federal privacy laws. (Education Code 49468.3)

The district shall provide volunteers defense and indemnification for any and all civil liability, with information stating such being provided to the volunteer in writing and retained in the volunteer's personnel file. (Education Code 49468.5)

Trained volunteers who administer emergency anti-seizure medication or medication prescribed for seizure disorder symptoms to a student diagnosed with seizures, a seizure disorder, or epilepsy who appears to be experiencing a seizure shall not be subject to professional review, be liable in a civil action, or be subject to criminal prosecution for acts or omissions in administering the emergency anti-seizure medication. (Education Code 49468.5)

## Policy OXNARD SCHOOL DISTRICT

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Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State Description

5 CCR 600-611 Administering medication to students

Bus. Code 2700-2837 Nursing

Bus. Code 3500-3546 Physician assistants

Bus. Code 4119.2 Acquisition of epinephrine auto-injectors

Bus. Code 4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

Ed. Code 48980 Parent/Guardian notifications

Ed. Code 49407 Liability for treatment

Ed. Code 49408 Student emergency information

Ed. Code 49414 Emergency epinephrine auto-injectors

Ed. Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose

Ed. Code 49414.5 Providing school personnel with voluntary emergency training

Ed. Code 49422-49427 Employment of medical personnel

Ed. Code 49423 Administration of prescribed medication for student

Ed. Code 49423.1 Inhaled asthma medication

Ed. Code 49480 Continuing medication regimen; notice

H&S Code 11362.7-11362.85 Medicinal cannabis

### Federal Description

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482 Individuals with Disabilities Education Act  
21 USC 812 Schedule of controlled substances  
21 USC 844 Penalties for possession of controlled substance  
29 USC 794 Rehabilitation Act of 1973; Section 504  
Management Resources Description  
American Diabetes Association  
Publication  
Glucagon Training Standards for School Personnel:  
Providing Emergency Medical Assistance to Pupils with  
Diabetes, May 2006  
American Diabetes Association  
Publication  
Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007  
American Diabetes Association  
Publication  
Program Advisory on Medication Administration, 2005  
American Diabetes Association  
Publication  
Training Standards for the Administration of  
Epinephrine Auto-Injectors, rev. 2015  
Court Decision American Nurses Association v. Torlakson, (2013) 57  
Cal.4th 570  
National Diabetes Education Program  
Publication  
Helping the Student with Diabetes Succeed: A Guide  
for School Personnel, June 2003  
Website [CSBA District and County Office of Education Legal  
Services](#)  
Website [National Diabetes Education Program](#)  
Website [U.S. Department of Health and Human Services,  
National Institutes of Health, Blood Institute, asthma  
information](#)  
Website [American Diabetes Association](#)  
Website [California Department of Education, Health Services  
and School Nursing](#)  
Website [CSBA](#)  
Cross References  
Code Description  
4119.43 [Universal Precautions](#)  
4119.43 [Universal Precautions](#)  
4131 [Staff Development](#)  
4131 [Staff Development](#)  
4219.43 [Universal Precautions](#)  
4219.43 [Universal Precautions](#)  
4231 [Staff Development](#)  
4319.43 [Universal Precautions](#)  
4319.43 [Universal Precautions](#)  
5022 [Student And Family Privacy Rights](#)  
5022 [Student And Family Privacy Rights](#)  
5113 [Absences And Excuses](#)

5113 Absences And Excuses  
 5113.1 Chronic Absence And Truancy  
 5113.1 Chronic Absence And Truancy  
 5125 Student Records  
 5125 Student Records  
 5131.62 Tobacco  
 5131.62 Tobacco  
 5141 Health Care And Emergencies  
 5141 Health Care And Emergencies  
 5141.22 Infectious Diseases  
 5141.22 Infectious Diseases  
 5141.23 Asthma Management  
 5141.23 Asthma Management  
 5141.24 Specialized Health Care Services  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.6 School Health Services  
 5141.6 School Health Services  
 5145.6 Parent/Guardian Notifications  
 5145.6-E PDF(1) Parent/Guardian Notifications  
 5148.2 Before/After School Programs  
 5148.2 Before/After School Programs  
 6142.8 Comprehensive Health Education  
 6142.8 Comprehensive Health Education  
 6145.2 Athletic Competition  
 6145.2 Athletic Competition  
 6163.2 Animals At School  
 6163.2 Animals At School  
 6164.6 Identification And Education Under Section 504  
 6164.6 Identification And Education Under Section 504

State References	Description
5 CCR 600-611	Administering medication to
Bus. Code 2700-2837	students Nursing-- <a href="https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==">https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==</a>
Bus. Code 3500-3546	Physician assistants-- <a href="https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXapIusEw==">https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXapIusEw==</a>
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors-- <a href="https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMwIQ==">https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMwIQ==</a>
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist-- <a href="https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==">https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==</a>
Ed. Code 48980	Parent/Guardian notifications-- <a href="https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==">https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==</a>
Ed. Code 49407	Liability for treatment-- <a href="https://simbli.eboardsolutions.com/SU/QELIBZw6v6vivoouslshr4O3A==">https://simbli.eboardsolutions.com/SU/QELIBZw6v6vivoouslshr4O3A==</a>

Ed. Code 49408	Student emergency information -- <a href="https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTT4CDCqA==">https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTT4CDCqA==</a>
Ed. Code 49414	Emergency epinephrine auto-injectors -- <a href="https://simbli.eboardsolutions.com/SU/9JuMr1vgNOCC5QbFqDv9Qw==">https://simbli.eboardsolutions.com/SU/9JuMr1vgNOCC5QbFqDv9Qw==</a>
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose -- <a href="https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==">https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==</a>
Ed. Code 49414.4	Opioid Misuse
Ed. Code 49414.5	Providing school personnel with voluntary emergency training -- <a href="https://simbli.eboardsolutions.com/SU/RnYPArqtT2yb1q5d85rLZg==">https://simbli.eboardsolutions.com/SU/RnYPArqtT2yb1q5d85rLZg==</a>
Ed. Code 49414.7	Emergency Albuterol Inhalers
Ed. Code 49414.8	Funding for emergency opioid antagonists;
Ed. Code 49422-49427	requirements Employment of medical personnel -- <a href="https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==">https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==</a>
Ed. Code 49423	Administration of prescribed medication for student -- <a href="https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWjZeXA==">https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWjZeXA==</a>
Ed. Code 49423.1	Inhaled asthma medication -- <a href="https://simbli.eboardsolutions.com/SU/wfWox1QcLtgEV1m7eJhDvw==">https://simbli.eboardsolutions.com/SU/wfWox1QcLtgEV1m7eJhDvw==</a>
Ed. Code 49468-49468.5	The Seizure Safe Schools Act
Ed. Code 49480	Continuing medication regimen; notice -- <a href="https://simbli.eboardsolutions.com/SU/leJlhm7InFbQS1Eb6uiZA==">https://simbli.eboardsolutions.com/SU/leJlhm7InFbQS1Eb6uiZA==</a>
H&S 1799.113	Opioid overdose treatment



H&S Code 11362.7-11362.85

Medicinal cannabis--  
<https://simbli.eboardsolutions.com/SU/8GYmlq4Wj98CCPWkE4a9iq==>

<b>Federal References</b>	<b>Description</b>
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 99.30	Conditions under which prior written consent is required to disclose information

**Management Resources References Description**

American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in Schools, August 2007
California's K-12 Public American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
American Diabetes Association Publication	Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015
American Diabetes Association Publication	Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
Court Decision	American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
Website	CSBA District and County Office of Education Legal Services-- <a href="https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==">https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==</a>
Website	National Diabetes Education Program -- <a href="https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==">https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==</a>
Website	U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information-- <a href="https://simbli.eboardsolutions.com/SU/BdavnAjNBHZNDwPZKB17GA==">https://simbli.eboardsolutions.com/SU/BdavnAjNBHZNDwPZKB17GA==</a>



Website	American Diabetes Association-- <a href="https://simbli.eboardsolutions.com/SU/ZdzQITccA6IUSDcROntMZA==">https://simbli.eboardsolutions.com/SU/ZdzQITccA6IUSDcROntMZA==</a>
Website	California Department of Education, Health Services and School Nursing-- <a href="https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2aVRDQPxw==">https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2aVRDQPxw==</a>
Website	CSBA-- <a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIE NxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIE NxGg==</a>
Website	California Department of Public Health-- <a href="https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==">https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==</a>

## Cross References

## Description

3516	Emergencies And Disaster Preparedness Plan-- <a href="https://simbli.eboardsolutions.com/SU/s3WJ2EWVVP1hpwlwyoLVhOg==">https://simbli.eboardsolutions.com/SU/s3WJ2EWVVP1hpwlwyoLVhOg==</a>
3516	Emergencies And Disaster Preparedness Plan-- <a href="https://simbli.eboardsolutions.com/SU/2ywrnkSSIVmDJxIFum2qW==">https://simbli.eboardsolutions.com/SU/2ywrnkSSIVmDJxIFum2qW==</a>
4112.9	Employee Notifications-- <a href="https://simbli.eboardsolutions.com/SU/6dBgGJrXBN2OEMlefJtz2W==">https://simbli.eboardsolutions.com/SU/6dBgGJrXBN2OEMlefJtz2W==</a>
4112.9-E PDF(1)	Employee Notifications-- <a href="https://simbli.eboardsolutions.com/SU/IAkmxivO20loUxdQn5Ht3Q==">https://simbli.eboardsolutions.com/SU/IAkmxivO20loUxdQn5Ht3Q==</a>
4119.43	Universal Precautions-- <a href="https://simbli.eboardsolutions.com/SU/kHslshF6r8agaw2Cd9X694Rew==">https://simbli.eboardsolutions.com/SU/kHslshF6r8agaw2Cd9X694Rew==</a>
4119.43	Universal Precautions-- <a href="https://simbli.eboardsolutions.com/SU/BAu5NzYFGGxatN6NQM GKug==">https://simbli.eboardsolutions.com/SU/BAu5NzYFGGxatN6NQM GKug==</a>
4131	Staff Development-- <a href="https://simbli.eboardsolutions.com/SU/LzhHW2OPuSvfql1abo4kFg==">https://simbli.eboardsolutions.com/SU/LzhHW2OPuSvfql1abo4kFg==</a>
4212.9	Employee Notifications-- <a href="https://simbli.eboardsolutions.com/SU/V9B2suiVwdRrBQICxtTJlQ==">https://simbli.eboardsolutions.com/SU/V9B2suiVwdRrBQICxtTJlQ==</a>
4212.9-E PDF(1)	Employee Notifications-- <a href="https://simbli.eboardsolutions.com/SU/hGIQMaYQG9O3TdzGKZUrA==">https://simbli.eboardsolutions.com/SU/hGIQMaYQG9O3TdzGKZUrA==</a>
4219.43	Universal Precautions-- <a href="https://simbli.eboardsolutions.com/SU/wh0rpv5X3ryKMrEJQIWdxg==">https://simbli.eboardsolutions.com/SU/wh0rpv5X3ryKMrEJQIWdxg==</a>
4219.43	Universal Precautions-- <a href="https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJibYnlcTYslshg==">https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJibYnlcTYslshg==</a>
4231	Staff Development-- <a href="https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8W==">https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8W==</a>
4312.9	Employee Notifications-- <a href="https://simbli.eboardsolutions.com/SU/mow1ASEXdXPXCwAQ7Ca4slshA==">https://simbli.eboardsolutions.com/SU/mow1ASEXdXPXCwAQ7Ca4slshA==</a>
4312.9-E PDF(1)	Employee Notifications-- <a href="https://simbli.eboardsolutions.com/SU/37LmduVHV1A1bEvRg0S">https://simbli.eboardsolutions.com/SU/37LmduVHV1A1bEvRg0S</a>

- [atw==](#)
- 4319.43 Universal Precautions--  
<https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmwOU4zlw==>
- 4319.43 Universal Precautions--  
<https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg==>
- 5022 Student And Family Privacy Rights--  
<https://simbli.eboardsolutions.com/SU/MLevoQiddplusislsherDOs4WexQ==>
- 5022 Student And Family Privacy Rights--  
<https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==>
- 5113 Absences And Excuses--  
<https://simbli.eboardsolutions.com/SU/DOumx7Tih7jCbL0LqiAZbw==>
- 5113 Absences And Excuses--  
<https://simbli.eboardsolutions.com/SU/zgNCPkjkEE5TS8anvdm0JA==>
- 5125 Student Records--  
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- 5125 Student Records--  
<https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1g8Qg==>
- 5131.62 Tobacco--  
<https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWYlNQ==>
- 5131.62 Tobacco--  
<https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==>
- 5141 Health Care And Emergencies--  
<https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtJa7vaPng==>
- 5141 Health Care And Emergencies--  
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- 5141.22 Infectious Diseases--  
<https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYYt6W6TQ==>
- 5141.23 Asthma Management--  
<https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfzslshxDfFQ==>
- 5141.23 Asthma Management--  
<https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhsIshakuKg==>
- 5141.24 Specialized Health Care Services--  
<https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w==>
- 5141.27 Food Allergies/Special Dietary Needs--  
<https://simbli.eboardsolutions.com/SU/M3Xppb4jk5poplus1oci7QLZw==>
- 5141.27 Food Allergies/Special Dietary Needs--  
<https://simbli.eboardsolutions.com/SU/pvFFle3d7gsuQRZDq0hQEA==>

- 5141.6 School Health Services --  
<https://simbli.eboardsolutions.com/SU/3svnTVDr2slshtEXNr8U3u9SQ==>
- 5141.6 School Health Services --  
<https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJEQ==>
- 5145.6 Parent/Guardian Notifications --  
<https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==>
- 5145.6-E PDF(1) Parent/Guardian Notifications --  
<https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2ugAegY9Q==>
- 5148.2 Before/After School Programs --  
<https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjIVpQagA7HQ==>
- 5148.2 Before/After School Programs --  
<https://simbli.eboardsolutions.com/SU/g5DLcREAwOGnrHToJCKesQ==>
- 6145.2 Athletic Competition --  
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- 6145.2 Athletic Competition --  
<https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==>
- 6163.2 Animals At School --  
<https://simbli.eboardsolutions.com/SU/8DICFAJslshTQqklwplusPulnslshGw==>
- 6163.2 Animals At School --  
<https://simbli.eboardsolutions.com/SU/UnEGJhmzEPTif943ACP7ZA==>
- 6164.6 Identification And Education Under Section 504 --  
<https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxIVJF6oGxfwQ==>
- 6164.6 Identification And Education Under Section 504 --  
<https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WY0RrMkSTgQ==>

**Policy 5141.21: Administering Medication And Monitoring Health Conditions**

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 08/23/2017

The Board of Trustees believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

~~(cf. 5113 – Absences and Excuses)~~

~~(cf. 5113.1 – Chronic Absence and Truancy)~~

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

~~(cf. 5141.24 – Specialized Health Care Services) (cf. 6159 – Individualized Education Program)~~

~~(cf. 6164.6 – Identification and Education Under Section 504)~~

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the **child's student's** authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

~~(cf. 1250 – Visitors/Outsiders)~~

~~(cf. 5141 – Health Care and Emergencies) (cf. 5141.22 – Infectious Diseases)~~

~~(cf. 5141.23 – Asthma Management)~~

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs) (cf. 6116 – Classroom Interruptions)~~

The Superintendent or designee shall make available epinephrine auto-injectors at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

**The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)**

**Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.**

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

~~(cf. 3516 – Emergencies and Disaster Preparedness Plan)~~

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

~~(cf. 3530 – Risk Management/Insurance)~~

~~(cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens)~~

~~(cf. 4119.43/4219.43/4319.43 – Universal Precautions)~~

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. ~~(Education Code 49414, 49414.3, 49414.5, 49423, 49423.1)~~

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

~~(cf. 4131 – Staff Development) (cf. 4231 – Staff Development) (cf. 4331 – Staff Development)~~

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**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State Description**

5 CCR 600-611 Administering medication to students

Bus. Code 2700-2837 Nursing

Bus. Code 3500-3546 Physician assistants

Bus. Code 4119.2 Acquisition of epinephrine auto-injectors

Bus. Code 4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

Ed. Code 48980 Parent/Guardian notifications

Ed. Code 49407 Liability for treatment

Ed. Code 49408 Student emergency information

Ed. Code 49414 Emergency epinephrine auto-injectors

Ed. Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose

Ed. Code 49414.5 Providing school personnel with voluntary emergency training

Ed. Code 49422-49427 Employment of medical personnel

Ed. Code 49423 Administration of prescribed medication for student

Ed. Code 49423.1 Inhaled asthma medication

Ed. Code 49480 Continuing medication regimen; notice

H&S Code 11362.7-11362.85 Medicinal cannabis

**Federal Description**

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482 Individuals with Disabilities Education Act  
21 USC 812 Schedule of controlled substances  
21 USC 844 Penalties for possession of controlled substance  
29 USC 794 Rehabilitation Act of 1973; Section 504  
Management Resources Description  
American Diabetes Association  
Publication  
Glucagon Training Standards for School Personnel:  
Providing Emergency Medical Assistance to Pupils with  
Diabetes, May 2006  
American Diabetes Association  
Publication  
Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007  
American Diabetes Association  
Publication  
Program Advisory on Medication Administration, 2005  
American Diabetes Association  
Publication  
Training Standards for the Administration of  
Epinephrine Auto-Injectors, rev. 2015  
Court Decision American Nurses Association v. Torlakson, (2013) 57  
Cal.4th 570  
National Diabetes Education Program  
Publication  
Helping the Student with Diabetes Succeed: A Guide  
for School Personnel, June 2003  
Website [CSBA District and County Office of Education Legal  
Services](#)  
Website [National Diabetes Education Program](#)  
Website [U.S. Department of Health and Human Services,  
National Institutes of Health, Blood Institute, asthma  
information](#)  
Website [American Diabetes Association](#)  
Website [California Department of Education, Health Services  
and School Nursing](#)  
Website [CSBA](#)  
Cross References  
Code Description  
4119.43 [Universal Precautions](#)  
4119.43 [Universal Precautions](#)  
4131 [Staff Development](#)  
4131 [Staff Development](#)  
4219.43 [Universal Precautions](#)  
4219.43 [Universal Precautions](#)  
4231 [Staff Development](#)  
4319.43 [Universal Precautions](#)  
4319.43 [Universal Precautions](#)  
5022 [Student And Family Privacy Rights](#)  
5022 [Student And Family Privacy Rights](#)  
5113 [Absences And Excuses](#)

5113 Absences And Excuses  
 5113.1 Chronic Absence And Truancy  
 5113.1 Chronic Absence And Truancy  
 5125 Student Records  
 5125 Student Records  
 5131.62 Tobacco  
 5131.62 Tobacco  
 5141 Health Care And Emergencies  
 5141 Health Care And Emergencies  
 5141.22 Infectious Diseases  
 5141.22 Infectious Diseases  
 5141.23 Asthma Management  
 5141.23 Asthma Management  
 5141.24 Specialized Health Care Services  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.6 School Health Services  
 5141.6 School Health Services  
 5145.6 Parent/Guardian Notifications  
 5145.6-E PDF(1) Parent/Guardian Notifications  
 5148.2 Before/After School Programs  
 5148.2 Before/After School Programs  
 6142.8 Comprehensive Health Education  
 6142.8 Comprehensive Health Education  
 6145.2 Athletic Competition  
 6145.2 Athletic Competition  
 6163.2 Animals At School  
 6163.2 Animals At School  
 6164.6 Identification And Education Under Section 504  
 6164.6 Identification And Education Under Section 504

~~State References Description 5 CCR 600-611 Administering medication to students Bus. Code 2700-2837~~  
~~Nursing <https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==> Bus. Code 3500-3546 Physician~~  
~~assistants <https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXaplusEw==> Bus. Code 4119.2~~  
~~Acquisition of epinephrine auto injectors~~  
~~<https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMWIQ==> Bus. Code 4119.8 Acquisition of~~  
~~naloxone hydrochloride or another opioid antagonist~~  
~~<https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==> Ed. Code 48980 Parent/Guardian~~  
~~notifications <https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==> Ed. Code 49407~~  
~~Liability for treatment <https://simbli.eboardsolutions.com/SU/QELiBZw6v6vivoouslshr4O3A==> Ed. Code~~  
~~49408 Student emergency information~~  
~~<https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTTh4CDCqA==> Ed. Code 49414 Emergency~~  
~~epinephrine auto injectors <https://simbli.eboardsolutions.com/SU/9JuMr1vqNOCC5QbFqDv9Qw==> Ed.~~

Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose—  
<https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==> Ed. Code 49414.4 Opioid Misuse  
Ed. Code 49414.5 Providing school personnel with voluntary emergency training—  
<https://simbli.eboardsolutions.com/SU/RnYPArTgT2yb1q5d85rLzg==> Ed. Code 49414.7 Emergency Albuterol  
Inhalers Ed. Code 49414.8 Funding for emergency opioid antagonists; requirements Ed. Code 49422-49427  
Employment of medical personnel—  
<https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==> Ed. Code 49423 Administration of  
prescribed medication for student—<https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWjZoXA==>  
Ed. Code 49423.1 Inhaled asthma medication—  
<https://simbli.eboardsolutions.com/SU/wfWox1QcLtgEV1m7eJhDvw==> Ed. Code 49468-49468.5 The Seizure  
Safe Schools Act Ed. Code 49480 Continuing medication regimen; notice—  
<https://simbli.eboardsolutions.com/SU/leJlHkM7InFbQS1Eb6ui7A==> H&S 1799.113 Opioid overdose  
treatment H&S Code 11362.7-11362.85 Medicinal cannabis—  
<https://simbli.eboardsolutions.com/SU/8GYmlq4Wj98CCPWkE4a9ig==> Federal References Description 20  
USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974 20 USC 1400-1482 Individuals with  
Disabilities Education Act 21 USC 812 Schedule of controlled substances 21 USC 844 Penalties for possession  
of controlled substance 29 USC 794 Rehabilitation Act of 1973; Section 504 34 CFR 99.30 Conditions under  
which prior written consent is required to disclose information Management Resources References  
Description American Diabetes Association Publication Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007 American Diabetes Association Publication Program Advisory  
on Medication Administration, 2005 American Diabetes Association Publication Training Standards for the  
Administration of Epinephrine Auto-Injectors, rev. 2015 American Diabetes Association Publication Glucagon  
Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes,  
May 2006 Court Decision American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570 National Diabetes  
Education Program Publication Helping the Student with Diabetes Succeed: A Guide for School Personnel,  
June 2003 Website CSBA District and County Office of Education Legal Services—  
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==> Website National Diabetes  
Education Program—<https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==> Website U.S.  
Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma  
information—<https://simbli.eboardsolutions.com/SU/BdavnAjNBHZNDwPZKB17GA==> Website American  
Diabetes Association—<https://simbli.eboardsolutions.com/SU/ZdzQITccA6IJSdCRontMZA==> Website  
California Department of Education, Health Services and School Nursing—  
<https://simbli.eboardsolutions.com/SU/8gslshmouplus2E8Rmx2avRDQPxw==> Website CSBA—



<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==> Website California Department of Public Health

<https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==> Cross References

Description 3516 Emergencies And Disaster Preparedness Plan

<https://simbli.eboardsolutions.com/SU/s3WJ2EWVP1lpwlwyoLVhOg==> 3516 Emergencies And Disaster Preparedness Plan

<https://simbli.eboardsolutions.com/SU/2ywrnkDSSIVmDJxIFum2qw==> 4112.9 Employee Notifications

<https://simbli.eboardsolutions.com/SU/6dBgGJrXBN2OEMlefJtz2w==> 4112.9-E PDF(1)

Employee Notifications

<https://simbli.eboardsolutions.com/SU/IAkmxjvO20loUxdQn5Ht3Q==> 4119.43 Universal Precautions

<https://simbli.eboardsolutions.com/SU/kHslshF6r8aqaw2Cd9X694Rew==> 4119.43 Universal Precautions

<https://simbli.eboardsolutions.com/SU/BAu5NzYFGqXatN6NQMGKug==> 4131 Staff Development

<https://simbli.eboardsolutions.com/SU/LzhhW2OPuSvfq11abo4kFg==> 4212.9 Employee Notifications

<https://simbli.eboardsolutions.com/SU/V9B2suiVwdRrBQICxtTJIQ==> 4212.9 E PDF(1)

Employee Notifications

<https://simbli.eboardsolutions.com/SU/hGIQiMaYQG9O3TdzGKZUrA==> 4219.43 Universal Precautions

<https://simbli.eboardsolutions.com/SU/wh0rpv5X3ryKMrEJQIWdxg==> 4219.43 Universal Precautions

<https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJjbYnIcTVslshg==> 4231 Staff Development

<https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w==> 4312.9 Employee Notifications

<https://simbli.eboardsolutions.com/SU/mow1ASEXdXPXCwAQ7Ca4slshA==> 4312.9 E PDF(1)

Employee Notifications

<https://simbli.eboardsolutions.com/SU/37LmduVHV1A1bEvRg0Satw==> 4319.43 Universal Precautions

<https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmw0U4zlw==> 4319.43 Universal Precautions

<https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg==> 5022 Student And Family Privacy Rights

<https://simbli.eboardsolutions.com/SU/MLcvoQjddplusjslsherDOs4WexQ==> 5022 Student And Family Privacy Rights

<https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==> 5113 Absences And Excuses

<https://simbli.eboardsolutions.com/SU/DOumx7TIh7jCbL0LqiAZbw==> 5113 Absences And Excuses

<https://simbli.eboardsolutions.com/SU/zgNCPkjkEE5TS8anvdm0JA==> 5125 Student Records

<https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==> 5125 Student Records

<https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==> 5131.62 Tobacco

<https://simbli.eboardsolutions.com/SU/sbrqsGWZhbase8CbUWyINQ==> 5131.62 Tobacco

<https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==> 5141 Health Care And Emergencies

<https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtJa7vaPng==> 5141 Health Care And Emergencies

<https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw==> 5141.22 Infectious Diseases

<https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfyyt6W6TQ==> 5141.23 Asthma Management

<https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfsIshxDfFQ==> 5141.23 Asthma Management

<https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhslshakuKg==> 5141.24 Specialized Health Care

Services — <https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w==> 5141.27 Food Allergies/Special Dietary Needs — <https://simbli.eboardsolutions.com/SU/M3Xppb4jk5poplus1ocj7OLZw==> 5141.27 Food Allergies/Special Dietary Needs — <https://simbli.eboardsolutions.com/SU/pvFFle3d7qsuQRZDq0hOEA==> 5141.6 School Health Services — <https://simbli.eboardsolutions.com/SU/3svnTVDr2slshtEXNr8U3u9SQ==> 5141.6 School Health Services — <https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJEQ==> 5145.6 Parent/Guardian Notifications — <https://simbli.eboardsolutions.com/SU/hNgziAtnfXX5clQzadPhnw==> 5145.6 E PDF(1) Parent/Guardian Notifications — <https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2uqAoqY9Q==> 5148.2 Before/After School Programs — <https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjIvpQagA7HQ==> 5148.2 Before/After School Programs — <https://simbli.eboardsolutions.com/SU/g5DLereAwOGnrHToJCKesQ==> 6145.2 Athletic Competition — <https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==> 6145.2 Athletic Competition — <https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==> 6163.2 Animals At School — <https://simbli.eboardsolutions.com/SU/8DICFAJslshTQqklwplusPulnslshGw==> 6163.2 Animals At School — <https://simbli.eboardsolutions.com/SU/UnEGJhmzEPTif943ACP7ZA==> 6164.6 Identification And Education Under Section 504 — <https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxlVJF6oGxfwQ==> 6164.6 Identification And Education Under Section 504 — <https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WYORrMkSTgQ==>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section F: Board Policies, Second Reading

### **Second Reading and Adoption of BP 5141.5 Mental Health -New (Fox/Nocero)**

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The BP 5141.5 Mental Health (New) has been updated based on recommendations by CSBA (California School Board Association). The new Language is Highlighted. This is a **new** Board Policy. Board Policies will be presented for a second reading and adoption.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees approve and adopt the **new** BP 5141.5 Mental Health as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [BP 5141.5 Mental Health-New\(5 pgs\).pdf](#)

## Policy 5141.5: Mental Health

The Governing Board recognizes that students' emotional well-being and mental health are critical to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to reduce the stigma associated with mental illness, facilitate access to mental health services, and help students build resiliency skills, including digital resilience, increase social connections, and cope with life challenges.

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

The district shall provide instruction to students that promotes their healthy mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors, developing coping skills, and identifying resources that may provide assistance.

### Information and Training

The Superintendent or designee shall provide school staff with information and training to recognize the early signs and symptoms of an emerging mental health condition or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, safely deescalate crisis situations involving students with a behavioral health disorder, and link students with effective services, referrals, and supports. Such training shall also provide instruction on how to maintain student privacy and confidentiality. Behavioral health information and training may also be provided to parents/guardians, students, and families. (Education Code 49428.15)

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification shall be in at least two of the following methods: (Education Code 49428)

1. Distributing the information, electronically or in hardcopy, in a letter to parents/guardians, and in a school publication or other document to students
2. Including the information, at the beginning of the school year, in the parent handbook for parents/guardians and in student orientation materials or a student handbook
3. Posting the information on the school's website or social media

Parents/guardians and students shall each receive two notices on how to initiate access to student mental health services, which may be delivered by different methods. (Education Code 494280)

Each school site that serves students in any of grades 6-12 shall create an age appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar episodes, and schizophrenic episodes
2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors
3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers
4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy
5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication, violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas that are accessible to, and commonly frequented by, students at each school site such as bathrooms, locker rooms, classrooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

### **Mental Health Counseling and Referrals**

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and their parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

Mental health and behavioral health services for students on campus may be provided by way of telehealth technology. (Education Code 49429)

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

## Funding Resources

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

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### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### State

Ed. Code 215-216

#### Description

Student suicide prevention

Ed. Code 234.6

Bullying and harassment prevention information

Ed. Code 32280-32289.5

School safety plans

Ed. Code 49060-49079

Student records

Ed. Code 49428.1

Student mental health referral protocols

Ed. Code 49428.15

Identification of evidence-based and evidence-informed training programs for schools to address youth behavioral health

Ed. Code 49428.5

Student mental health poster

Ed. Code 49600

Responsibilities of school counselors

Ed. Code 49602

Counseling and confidentiality of student information

Ed. Code 49604

Suicide prevention training for school counselors

Ed. Code 51925-51929

Mandatory mental health education

Ed. Code 56171

Duty to identify and assess children in private schools who need special education services

Ed. Code 56300-56385

Identification and referral; assessment, instructional planning

W&I Code 5698

Emotionally disturbed youth; legislative intent

W&I Code 5840-5840.8

Prevention and early intervention programs

W&I Code 5850-5883

Mental Health Services Act

#### Federal

20 USC 1400-1482

#### Description

Individuals with Disabilities Education Act

28 CFR 35.101-35.190

Americans with Disabilities Act

29 USC 794

Rehabilitation Act of 1973; Section 504

34 CFR 300.1-300.818

Individuals with Disabilities Education Act

**Management Resources**

**Description**

California Department of Education Publication

[Youth Behavioral Health Training Programs](#)

California Department of Education Publication

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve

California Department of Education Publication

Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019

CDC and Prevention Publication

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

Nat. Child Traumatic Stress Network Publication

Child Trauma Toolkit for Educators, 2008

US Department of Education Publication

[Bipartisan Safer Communities Act Stronger Connections Grant Program, Frequently Asked Questions, April 2023](#)

US Department of Health and Human Services

[Social Media and Youth Mental Health: The U.S. Surgeon General's Advisory, 2023](#)

US Dept of Health and Human Services Publication

[Our Epidemic of Loneliness and Isolation: The U.S. Surgeon General's Advisory on the Health Effects of Social Connection and the Community, 2023](#)

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[National Child Traumatic Stress Network](#)

Website

[National Council for Behavioral Health, Mental Health First Aid](#)

Website

[Suicide Prevention Lifeline](#)

Website

[Suicide Prevention Resource Center](#)

Website

[Substance Abuse and Mental Health Services Administration](#)

Website

[American Association of Suicidology](#)

Website

[American Foundation for Suicide Prevention](#)

Website

[American Psychological Association](#)

Website

[California Department of Health Care Services, Mental Health Services](#)

Website

[Centers for Disease Control and Prevention, Mental Health](#)

Website

[National Association of School Psychologists](#)

Website

[National Institute for Mental Health](#)

Website

[California Department of Education, Mental Health](#)

Website

[American School Counselor Association](#)

**Cross References**

<b>Code</b>	<b>Description</b>
0470	COVID-19 Mitigation Plan
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
4131	Staff Development
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6173.4	Education For American Indian Students



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section F: Board Policies, Second Reading

### **Second Reading and Adoption of BP/AR 5141.6 School Health Services (Fox/Nocero)**

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The BP/AR 5141.6 School Health Services has been updated based on recommendations by CSBA (California School board Association). The new Language is Highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees approve and adopt the revised BP/AR 5141.6 School Health Services as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [AR 5141.6 School Health Services\(19 pgs\).pdf](#)  
[BP 5141.6 School Health Services \(13 pgs\).pdf](#)

**Regulation 5141.6: School Health Services**

Status: ADOPTED

Original Adopted Date: 11/02/2011

**Types of Health Services** ~~Program Components~~

In accordance with student and community needs and available resources, school health services offered by the district may include, but are not limited to:

~~The district's school health services program shall meet, or have a plan to meet, the following requirements: (Health and Safety Code 124174.6)~~

- ~~1. Strive to provide a comprehensive set of services including medical, oral health, mental health, health education, and related services in response to community needs~~
- ~~2. Provide primary and other health care services, provided or supervised by a licensed professional, which may include all of the following:~~
  - a. 1. Health screenings, evaluations, and assessments of students' need for health services**
  - ~~b. 2. Physical examinations, immunizations, and other preventive medical services (cf. 5141.26 -- Tuberculosis Testing)  
(cf. 5141.3 -- Health Examinations) (cf. 5141.31 -- Immunizations)  
(cf. 5141.32 -- Health Screening for School Entry)~~
  - e. 3. Diagnosis and treatment of minor injuries and acute medical conditions**
  - d. 4. Management of chronic medical conditions (cf. 5141.23 -- Asthma Management)**
  - e. 5. Basic laboratory tests**
  - ~~f. Referrals to and follow-up for specialty care~~
  - g. 6. Reproductive health services  
(cf. 5141.25 -- Availability of Condoms)**
  - h. 7. Nutrition services  
(cf. 3550 - Food Service/Child Nutrition Program) (cf. 5030 - Student Wellness)**
  - i. 8. Mental or behavioral health services, provided or supervised by an appropriately licensed mental health professional, which may include assessments, crisis intervention, counseling, treatment, and referral to a continuum of services including emergency psychiatric care, community support programs, inpatient care, and outpatient programs**

~~The Superintendent or designee shall collaborate with the county mental health department in planning and service delivery.  
(cf. 1020 -- Youth Services)  
(cf. 5131.6 -- Alcohol and Other Drugs) (cf. 5141.52 -- Suicide Prevention)  
(cf. 6164.2 -- Counseling/Guidance Services)~~
  - j. 9. Oral health services that may include preventive services, basic restorative services, and referral to specialty services**

**The Superintendent or designee shall notify all parents/guardians of the opportunity pursuant to Health and Safety Code 104830-104865 for their child to receive the topical application of fluoride, including fluoride varnish, or other decay-inhibiting agent to the teeth during the school**

year. Such application of fluoride or other decay-inhibiting agent shall only be provided to a student whose parent/guardian returns the notification with an indication consenting to the treatment. (Health and Safety Code 104830, 104850, 104855)

~~3. Work in partnership with the school nurse, if one is employed by the school or district, to provide:~~

- a- 10. Individual and family health education
- b- 11. School or districtwide health promotion
- e- 12. First aid and administration of medications

~~(cf. 5141.21 — Administering Medication and Monitoring Health Conditions)~~

13. Facilitation of student enrollment in health insurance programs Referrals and linkage to services not offered on-site

- d- 14. Screening of students to identify the need for physical, mental, and oral health services
- e- 15. Referral and linkage to services not offered on-site
- f- 16. Public health and disease surveillance
- g- 17. Emergency response procedures

18. Specialized health care services for students with disabilities

19. Targeted case management

20. Substance abuse prevention and intervention services

21. Vision and audiology services

22. Speech therapy

23. Occupational therapy

24. Physical therapy

The district may deliver health care services, including mental and behavioral health, for students on campus by means of telehealth technology. (Education Code 49429)

~~(cf. 5141 — Health Care and Emergencies)~~

~~24. Have a written contract or memorandum of understanding between the district and the health care provider or any other community provider that ensures coordination of services, confidentiality of health information consistent with applicable federal and state laws, and integration of services into the school environment~~

~~(cf. 3312 — Contracts)~~

25. Serve all students in the school regardless of ability to pay

~~26. Be open during all normal school hours, except that services may be provided on a more limited basis if resources are not available or on a more expansive basis if dictated by community needs and resources are available~~

27. Establish protocols for referring students to outside services when the school health center is closed

28. Facilitate transportation between the school and the health center if the health center is not located on school or district property

### Medi-Cal Billing

In order to provide services as a Medi-Cal provider, the district shall enter into and maintain a contract

with the California Department of Health Care Services (DHCS). (Welfare and Institutions Code 14132.06; 22 CCR 51051, 51270)

The Superintendent or designee shall develop a plan to ensure that the district and all district subcontractors, provide individuals with speech, vision, and hearing disabilities auxiliary aides and services, to enable those individuals to effectively communicate and participate in the Medi-Cal program. Such auxiliary aides and services may include, but are not limited to, providing written materials in alternative formats such as braille, large font, audio recordings, or closed captioning.

The Superintendent or designee shall submit a claim for Medi-Cal reimbursement whenever the district provides a Medi-Cal-eligible student under age 22 and/or a member of the student's family a covered service specified in 22 CCR 51190.4 or 51360. (Welfare and Institutions Code 14132.06; 22 CCR 51096, 51098, 51190.1, 51190.4, 51309, 51360, 51535.5)

~~The district shall submit a claim for Medi-Cal reimbursement whenever the district provides a covered preventive, diagnostic, therapeutic, or rehabilitative service specified in 22 CCR 51190.4 or 51360 to a Medi-Cal-eligible student under age 22 and/or a member of his/her family. (Welfare and Institutions Code 14132.06; 22 CCR 51096, 51098, 51190.1, 51190.4, 51309, 51360, 51535.5)~~

When the district provides services, or arranges for the provision of services, for treatment of a mental health or substance use disorder for a student at a school site or at an off-campus clinic, mobile counseling service, or similar district-arranged location, the district may seek reimbursement from the student's health care service plan, in accordance with the requirements of Health and Safety Code 1374.722.

~~(cf. 5141.24 - Specialized Health Care Services) (cf. 6159 - Individualized Education Program)~~

The district shall maintain records **and supporting documentation** including, but not limited to, records of the type and extent of services provided to a Medi-Cal beneficiary in accordance with law. (22 CCR 51270, 51476)

~~(cf. 3580 - District Records) (cf. 5125 - Student Records)~~

The Superintendent or designee shall ensure that all practitioners employed by or under contract with the district possess the appropriate license, certification, registration, or credential and provide only those services that are within their scope of practice. (22 CCR 51190.3, 51270, 51491)

Any federal funds received by the district as reimbursement for the costs of services under the Medi-Cal billing option shall be reinvested in services for students and their families ~~as specified in Education Code 8804(g)~~. The Superintendent or designee shall consult with a local school-linked services collaborative group **regarding decisions on reinvestment of federal funds**, ~~such as that defined in Education Code 8806, regarding decisions on reinvestment of federal funds.~~ (22 CCR 51270)

The Superintendent or designee shall submit an annual report to DHCS to identify participants in the community collaborative, provide a financial summary including reinvestment expenditures, and describe service priorities for the future. (22 CCR 51270)

### **Medi-Cal Administrative Activities**

The district shall apply for reimbursement for activities identified by DHCS which are related to the administration of the Medi-Cal program. Such activities include, but are not limited to, outreach, translation for Medi-Cal services, facilitation of applications, arrangement of nonemergency and nonmedical transportation of eligible individuals, program planning and policy development, claims coordination and administration, training, and general administration.

Appropriate staff shall receive training in administrative claiming categories and related activities.

To receive reimbursement for Medi-Cal administrative activities, the Superintendent or designee shall, on a quarterly basis, submit an invoice to the local educational consortium or local governmental agency through which the district has contracted.

In addition, the Superintendent or designee shall submit to the local educational consortium or local governmental agency, and shall update each quarter, a roster of all employees who perform direct Medi-Cal services or administrative activities. When notified by the local educational consortium or local governmental agency of the date and time that a random-moment time survey must be conducted by a particular employee, the Superintendent or designee shall coordinate the completion and submission of the survey in accordance with DHCS timelines and procedures.

~~Designated school staff shall document, on a time survey form, the amount of time spent on activities identified by DHCS which are related to the administration of the Medi-Cal program. Such activities include, but are not be limited to:~~

- ~~1. Outreach~~
- ~~2. Referral of health and mental health services~~
- ~~3. Translation services~~
- ~~4. Facilitation of applications~~
- ~~5. Scheduling and arranging emergency and medical transportation of eligible individuals~~
- ~~6. Contracting for services~~
- ~~7. Program planning and policy development~~
- ~~8. Claims administration~~
- ~~9. General administration~~

~~The Superintendent or designee shall, on a quarterly basis, submit an invoice to the local educational consortium or local governmental agency through which the district has contracted to receive reimbursement.~~

~~Staff responsible for completing the time survey shall annually participate in training regarding eligible activities and the time survey methodology, and shall receive additional training whenever there are changes or updates in administrative claiming categories and activities. New or reassigned staff shall receive training before beginning their duties completing time surveys.~~

The Superintendent or designee shall maintain an audit file containing **random-moment time** original time survey documentation and other records specified by DHCS. Such documentation shall be kept for three years after the end of the quarter in which expenditures were incurred or, if an audit is in progress, until the completion of the audit.

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.

<b>State</b>	<b>Description</b>
17 CCR 2950-2951	<a href="#">Hearing tests</a>
17 CCR 6800-6874	<a href="#">Child Health and Disability Prevention program; health assessments</a>
22 CCR 51009	<a href="#">Confidentiality</a>
22 CCR 51050-51192	<a href="#">Definitions of Medi-Cal providers and services</a>
22 CCR 51200	<a href="#">Requirements for providers</a>
22 CCR 51231.2	<a href="#">Wheelchair van requirements</a>
22 CCR 51270	<a href="#">Local educational agency provider; conditions for participation</a>
22 CCR 51304	<a href="#">Limitations on specified benefits</a>
22 CCR 51309	<a href="#">Psychology, physical therapy, occupational therapy, speech pathology, audiological services</a>
22 CCR 51323	<a href="#">Medical transportation services</a>
22 CCR 51351	<a href="#">Targeted case management services</a>

22 CCR 51360	<a href="#">Local educational agency; types of services</a>
22 CCR 51491	<a href="#">Local educational agency eligibility for payment</a>
22 CCR 51535.5	<a href="#">Reimbursement to local educational agency providers</a>
Ed. Code 49073-49079	Privacy of student records
Ed. Code 49423.5	Specialized physical health care services
Ed. Code 49557.2-49558	Eligibility for free and reduced-price meals; sharing information with Medi-Cal
Fam. Code 6920-6930	Consent by minor for medical treatment
Gov. Code 95020	Individualized family service plan
H&S Code 104830-104865	School-based application of fluoride or other tooth decay-inhibiting agent
H&S Code 121020	HIV/AIDS testing and treatment; parental consent for minor under age 12
H&S Code 123110	Minor's right to access health records
H&S Code 123115	Limitation on parent/guardian access to minor's health records
H&S Code 123800-123995	California Children's Services Act
H&S Code 124025-124110	Child Health and Disability Prevention Program
H&S Code 124172-124174.6	Public School Health Center Support Program
H&S Code 124260	Mental health services; consent by minors age 12 and older
H&S Code 130300-130317	Health Insurance Portability and Accountability Act (HIPAA)
W&I Code 14059.5	Definition of "medically necessary"
W&I Code 14115	Medi-Cal claims process
W&I Code 14115.8	LEA Medi-Cal Billing Option; program guide
W&I Code 14124.90	Third-party health coverage
W&I Code 14132.06	Covered benefits; health services provided by local educational agencies
W&I Code 14132.47	Administrative claiming process and targeted case management
W&I Code 5961-5961.5	Children and Youth Behavioral Health Initiative Act
<b>Federal</b>	<b>Description</b>
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
42 CFR 431.300	Use and disclosure of information on Medicaid applicants and recipients
42 USC 1320c-9	Prohibition against disclosure of records
42 USC 1397aa-1397mm	State Children's Health Insurance Program
45 CFR 164.500-164.534	Privacy of individually identifiable health information
<b>Management Resources</b>	<b>Description</b>
CA Department of Health Care Services Publication	<a href="#">LEA Medi-Cal Billing Option Provider Manual, November 2021</a>
CA Dept of Health Care Services Publication	<a href="#">Policy and Procedure Letter No. 23-004, February 2023</a>
CA Dept of Health Care Services Publication	<a href="#">Policy and Procedure Letter No. 21-017R, December 2021</a>
CA Dept of Health Care Services Publication	<a href="#">California School-Based Medi-Cal Administrative Activities Manual</a>
CA Health and Human Services Publication	<a href="#">Children and Youth Behavioral Health Initiative, 2021</a>
CA School-Based Health Alliance Publication	Documenting the Link Between School-Based Health Centers and Academic Success, May 2014
CA School-Based Health Alliance Publication	How to Fund Health Services in Your School District, September 2014
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019
National Center For Youth Law	Confidential Medical Release: Frequently Asked Questions

Publication	from Schools and Districts, November 2015
US Dept of Health and Human Services Publication	<a href="#">Centers for Medicare &amp; Medicaid Services Informational Bulletin, Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 2022</a>
US Dept of Health and Human Services Publication	<a href="#">Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 18, 2022</a>
Website	<a href="#">California Department of Health and Human Services</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA, Practi-Cal Program</a>
Website	<a href="#">California School-Based Health Alliance</a>
Website	<a href="#">Center for Health and Health Care in Schools</a>
Website	<a href="#">Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study</a>
Website	<a href="#">Centers for Medicare and Medicaid Services</a>
Website	<a href="#">California County Superintendents Educational Services Association</a>
Website	<a href="#">National Center for Youth Law</a>
Website	<a href="#">California School Nurses Organization</a>
Website	<a href="#">California Department of Education, Health Services and School Nursing</a>
Website	<a href="#">California Department of Health Care Services</a>
Website	<a href="#">California Department of Public Health</a>
Website	<a href="#">CSBA</a>

**Cross References**

<b>Code</b>	<b>Description</b>
0470	COVID-19 Mitigation Plan
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3514	Environmental Safety
3514	Environmental Safety
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4119.41	Employees With Infectious Disease
4119.43	Universal Precautions
4119.43	Universal Precautions
4157	Employee Safety
4157	Employee Safety
4219.41	Employees With Infectious Disease
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4319.41	Employees With Infectious Disease
4319.43	Universal Precautions
4319.43	Universal Precautions
4357	Employee Safety
4357	Employee Safety
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights

5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5125	Student Records
5125	Student Records
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.61	Drug Testing
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.24	Specialized Health Care Services
5141.25	Availability Of Condoms
5141.26	Tuberculosis Testing
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.33	Head Lice
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.5	Mental Health
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5143	Insurance
5143	Insurance
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs



6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6177	Summer Learning Programs
6184	Continuation Education
6184	Continuation Education

State References	Description
17 CCR 2950-2951	Hearing tests -- <a href="https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeIN Dw==">https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeIN Dw==</a>
17 CCR 6800-6874	Child Health and Disability Prevention program; health-assessments -- <a href="https://simbli.eboardsolutions.com/SU/2HhexRytdgKgei q665fqEA==">https://simbli.eboardsolutions.com/SU/2HhexRytdgKgei q665fqEA==</a>
22CCR51009	Confidentiality -- <a href="https://simbli.eboardsolutions.com/SU/9Ra0oplusgiqEw5FSRj1Y5 RhA==">https://simbli.eboardsolutions.com/SU/9Ra0oplusgiqEw5FSRj1Y5 RhA==</a>
22 CCR 51050-51192	Definitions of Medi-Cal providers and services -- <a href="https://simbli.eboardsolutions.com/SU/kERMlu1VDplusslsh6dzkplu sdMzUGA==">https://simbli.eboardsolutions.com/SU/kERMlu1VDplusslsh6dzkplu sdMzUGA==</a>
22CCR51200	Requirements for providers -- <a href="https://simbli.eboardsolutions.com/SU/UQIfaxnRXavxH1iMhK5Bag ==">https://simbli.eboardsolutions.com/SU/UQIfaxnRXavxH1iMhK5Bag ==</a>
22 CCR 51231.2	Wheelchair van requirements -- <a href="https://simbli.eboardsolutions.com/SU/fgh9KlxZffbAsAxo4fcDhw==">https://simbli.eboardsolutions.com/SU/fgh9KlxZffbAsAxo4fcDhw==</a>
22CCR51270	Local educational agency provider; conditions for participation -- <a href="https://simbli.eboardsolutions.com/SU/CTr6GAXoy397Rj4ngkFcB Q==">https://simbli.eboardsolutions.com/SU/CTr6GAXoy397Rj4ngkFcB Q==</a>
22CCR51304	Limitations on specified benefits -- <a href="https://simbli.eboardsolutions.com/SU/gKXAjwbtkM1ehmlveDLsls hXA==">https://simbli.eboardsolutions.com/SU/gKXAjwbtkM1ehmlveDLsls hXA==</a>

22-CCR-  
51309

Psychology, physical therapy, occupational therapy, speech-  
pathology, audiological services--  
<https://simbli.eboardsolutions.com/SU/JplusO0slshwAaSImYc9rTeIHxjA==>

22 CCR 51323	Medical transportation services -- <a href="https://simbli.eboardsolutions.com/SU/MDftOcw3WYRzZEFcZXBmQ==">https://simbli.eboardsolutions.com/SU/MDftOcw3WYRzZEFcZXBmQ==</a>
22 CCR 51351	Targeted case management services -- <a href="https://simbli.eboardsolutions.com/SU/SAkqgpXGRCDSus29fCRGfA==">https://simbli.eboardsolutions.com/SU/SAkqgpXGRCDSus29fCRGfA==</a>
22 CCR 51360	Local educational agency; types of services -- <a href="https://simbli.eboardsolutions.com/SU/zR8yhQ2FqNMBzTSHcLILWg==">https://simbli.eboardsolutions.com/SU/zR8yhQ2FqNMBzTSHcLILWg==</a>
22 CCR 51491	Local educational agency eligibility for payment -- <a href="https://simbli.eboardsolutions.com/SU/fpUUVD1fR7XY4ikyPUdSVw==">https://simbli.eboardsolutions.com/SU/fpUUVD1fR7XY4ikyPUdSVw==</a>
22 CCR 51535.5	Reimbursement to local educational agency providers -- <a href="https://simbli.eboardsolutions.com/SU/Xtjl3eVKpmdCQ86slshGoJFA==">https://simbli.eboardsolutions.com/SU/Xtjl3eVKpmdCQ86slshGoJFA==</a>
Ed. Code 49073-49079	Privacy of student records -- <a href="https://simbli.eboardsolutions.com/SU/7w3ITz5N0pl8FxFYHEmicg==">https://simbli.eboardsolutions.com/SU/7w3ITz5N0pl8FxFYHEmicg==</a>
Ed. Code 49423.5	Specialized physical health care services -- <a href="https://simbli.eboardsolutions.com/SU/L0igvSo5mEINt0KPZsplusc0Q==">https://simbli.eboardsolutions.com/SU/L0igvSo5mEINt0KPZsplusc0Q==</a>
Ed. Code 49557.2-49558	Eligibility for free and reduced-price meals; sharing information with Medi-Cal -- <a href="https://simbli.eboardsolutions.com/SU/apYfKshvfKaT8ryTPutYCW==">https://simbli.eboardsolutions.com/SU/apYfKshvfKaT8ryTPutYCW==</a>
Fam. Code 6920-6930	Consent by minor for medical treatment -- <a href="https://simbli.eboardsolutions.com/SU/2D2IN8VKrMt7jVdYwJ1aWA==">https://simbli.eboardsolutions.com/SU/2D2IN8VKrMt7jVdYwJ1aWA==</a>
Gov. Code 95020	Individualized family service plan -- <a href="https://simbli.eboardsolutions.com/SU/b7Bntu3G7u9NnB0bOTqUUA==">https://simbli.eboardsolutions.com/SU/b7Bntu3G7u9NnB0bOTqUUA==</a>
H&S Code 104830-104865	School-based application of fluoride or other tooth decay-inhibiting agent -- <a href="https://simbli.eboardsolutions.com/SU/wUMx41I85WwlOslshBFSWJm8w==">https://simbli.eboardsolutions.com/SU/wUMx41I85WwlOslshBFSWJm8w==</a>
H&S Code 121020	HIV/AIDS testing and treatment; parental consent for minor under age 12 -- <a href="https://simbli.eboardsolutions.com/SU/Z4rsWlu9eGVfnBPGF6MIKA==">https://simbli.eboardsolutions.com/SU/Z4rsWlu9eGVfnBPGF6MIKA==</a>
H&S Code 123110	Minor's right to access health records -- <a href="https://simbli.eboardsolutions.com/SU/i8PW0EdRzv8jMoH51K3qZA==">https://simbli.eboardsolutions.com/SU/i8PW0EdRzv8jMoH51K3qZA==</a>
H&S Code 123115	Limitation on parent/guardian access to minor's health records -- <a href="https://simbli.eboardsolutions.com/SU/vkeslshKyhVxThhqoBDCKzknQ==">https://simbli.eboardsolutions.com/SU/vkeslshKyhVxThhqoBDCKzknQ==</a>
H&S Code 123800-123995	California Children's Services Act -- <a href="https://simbli.eboardsolutions.com/SU/oRsfYclzXRxToah0YVbNcA==">https://simbli.eboardsolutions.com/SU/oRsfYclzXRxToah0YVbNcA==</a>
H&S Code 124025-124110	Child Health and Disability Prevention Program -- <a href="https://simbli.eboardsolutions.com/SU/L9HOcCdNFf6OLmwKriEjiQ==">https://simbli.eboardsolutions.com/SU/L9HOcCdNFf6OLmwKriEjiQ==</a>
H&S Code 124172-124174.6	Public School Health Center Support Program -- <a href="https://simbli.eboardsolutions.com/SU/UiWhRk3Dplusb6dePxZuDu0oQ==">https://simbli.eboardsolutions.com/SU/UiWhRk3Dplusb6dePxZuDu0oQ==</a>
H&S Code 124260	Mental health services; consent by minors age 12 and older -- <a href="https://simbli.eboardsolutions.com/SU/IVzTry4v3xqHaOX42MB0zw==">https://simbli.eboardsolutions.com/SU/IVzTry4v3xqHaOX42MB0zw==</a>

H&S Code 130300-130317	Health Insurance Portability and Accountability Act (HIPAA)
W&I Code 14059.5	Definition of "medically necessary" -- <a href="https://simbli.eboardsolutions.com/SU/NMjswpgplusptyKRrVPkZpLslshQ==">https://simbli.eboardsolutions.com/SU/NMjswpgplusptyKRrVPkZpLslshQ==</a>
W&I Code 14115	Medi-Cal claims process -- <a href="https://simbli.eboardsolutions.com/SU/FtggfcAzVlkv64OqMyvyNg==">https://simbli.eboardsolutions.com/SU/FtggfcAzVlkv64OqMyvyNg==</a>
W&I Code 14115.8	LEA Medi-Cal Billing Option; program guide -- <a href="https://simbli.eboardsolutions.com/SU/N8rhZHRaa1KdAhOmgXxhVw==">https://simbli.eboardsolutions.com/SU/N8rhZHRaa1KdAhOmgXxhVw==</a>
W&I Code 14124.90	Third-party health coverage -- <a href="https://simbli.eboardsolutions.com/SU/6PYeuATWcPdYnPcsTYkAUw==">https://simbli.eboardsolutions.com/SU/6PYeuATWcPdYnPcsTYkAUw==</a>
W&I Code 14132.06	Covered benefits; health services provided by local educational agencies -- <a href="https://simbli.eboardsolutions.com/SU/US4ZV1v4hDplus3HszfZk2teg==">https://simbli.eboardsolutions.com/SU/US4ZV1v4hDplus3HszfZk2teg==</a>
W&I Code 14132.47	Administrative claiming process and targeted case management -- <a href="https://simbli.eboardsolutions.com/SU/slshu5xkSQ1HwQLRjF5batDlw==">https://simbli.eboardsolutions.com/SU/slshu5xkSQ1HwQLRjF5batDlw==</a>
W&I Code 5961-5961.5	Children and Youth Behavioral Health Initiative Act

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20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
42 CFR 431.300	Use and disclosure of information on Medicaid applicants and recipients
42 USC 1320c-9	Prohibition against disclosure of records
42 USC 1397aa-1397mm	State Children's Health Insurance Program
45 CFR 164.500-164.534	Privacy of individually identifiable health information

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CA Department of Health Care Services Publication	LEA Medi-Cal Billing Option Program Provider Manual, November 2021 -- <a href="https://simbli.eboardsolutions.com/SU/QOfp2pEslshD4aDoKM2QJ1t8g==">https://simbli.eboardsolutions.com/SU/QOfp2pEslshD4aDoKM2QJ1t8g==</a>
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 23-004, February 2023 -- <a href="https://simbli.eboardsolutions.com/SU/lk2u2XTgK02Uk3z7XV2WgA==">https://simbli.eboardsolutions.com/SU/lk2u2XTgK02Uk3z7XV2WgA==</a>
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 21-017R, December 2021 -- <a href="https://simbli.eboardsolutions.com/SU/ShaD7PfAmslshoWeplusec1VMAtA==">https://simbli.eboardsolutions.com/SU/ShaD7PfAmslshoWeplusec1VMAtA==</a>
CA Dept of Health Care Services Publication	California School-Based Medi-Cal Administrative Activities Manual -- <a href="https://simbli.eboardsolutions.com/SU/oYdd8QEplus0LrFh9A1AGiynQ==">https://simbli.eboardsolutions.com/SU/oYdd8QEplus0LrFh9A1AGiynQ==</a>
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CA School-Based Health Alliance Publication	Documenting the Link Between School-Based Health Centers and Academic Success, May 2014
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Districts, November 2015

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Centers for Medicare & Medicaid Services Informational Bulletin, Information

on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 2022--

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California Department of Health and Human Services--

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Website

CSBA District and County Office of Education Legal Services--

<https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==>

Website

CSBA, Practi-Cal Program--

<https://simbli.eboardsolutions.com/SU/osj9cVthno059t2BfslshzHW==>

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California School-Based Health Alliance--

<https://simbli.eboardsolutions.com/SU/AP2woR1fGSOsIrnWDENoA==>

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Center for Health and Health Care in Schools--

<https://simbli.eboardsolutions.com/SU/IUBge93PEmHaWbbZteiguW==>

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Website	National Center for Youth Law -- <a href="https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlephMslsh2yQ==">https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlephMslsh2yQ==</a>
Website	California School Nurses Organization-- <a href="https://simbli.eboardsolutions.com/SU/y9UnslshTdDn6hY1DMTI3f6eQ==">https://simbli.eboardsolutions.com/SU/y9UnslshTdDn6hY1DMTI3f6eQ==</a>
Website	California County Superintendents-- <a href="https://simbli.eboardsolutions.com/SU/Wyr1WplusZPL9SDth52IMoLrg==">https://simbli.eboardsolutions.com/SU/Wyr1WplusZPL9SDth52IMoLrg==</a>
Website	California Department of Education, Health Services and School Nursing-- <a href="https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2avRDQPxw==">https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2avRDQPxw==</a>
Website	California Department of Health Care Services-- <a href="https://simbli.eboardsolutions.com/SU/slshcbdN8s1slshplus8ePOCd4fpQ7Q==">https://simbli.eboardsolutions.com/SU/slshcbdN8s1slshplus8ePOCd4fpQ7Q==</a>
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0410	Nondiscrimination In District Programs And Activities-- <a href="https://simbli.eboardsolutions.com/SU/zaaeVHADPymJxTccxwR7xQ==">https://simbli.eboardsolutions.com/SU/zaaeVHADPymJxTccxwR7xQ==</a>
1330.1	Joint Use Agreements-- <a href="https://simbli.eboardsolutions.com/SU/sxabazONKedLZHVovWV2QcA==">https://simbli.eboardsolutions.com/SU/sxabazONKedLZHVovWV2QcA==</a>
1340	Access To District Records-- <a href="https://simbli.eboardsolutions.com/SU/tplusuDDACPtNHsKkoFjp3wUw==">https://simbli.eboardsolutions.com/SU/tplusuDDACPtNHsKkoFjp3wUw==</a>
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1400	Relations Between Other Governmental Agencies And The Schools-- <a href="https://simbli.eboardsolutions.com/SU/P0tHXSYOMhyslshJdrPRJel9g==">https://simbli.eboardsolutions.com/SU/P0tHXSYOMhyslshJdrPRJel9g==</a>
3514	Environmental Safety-- <a href="https://simbli.eboardsolutions.com/SU/nTYuxnLzFCCKy3ltwOFg1g==">https://simbli.eboardsolutions.com/SU/nTYuxnLzFCCKy3ltwOFg1g==</a>
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3553	Free And Reduced Price Meals-- <a href="https://simbli.eboardsolutions.com/SU/wplus0XoSBZy56Lzave8Wof1g==">https://simbli.eboardsolutions.com/SU/wplus0XoSBZy56Lzave8Wof1g==</a>
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- 4119.41 ~~Employees With Infectious Disease~~--  
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- 4157 ~~Employee Safety~~--  
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4231	Staff Development -- <a href="https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w=&lt;br/&gt;=&lt;br/&gt;=">https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w= = ="</a>
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4357	Employee Safety -- <a href="https://simbli.eboardsolutions.com/SU/6cDSDHHvB29mTaliACBjH&lt;br/&gt;Q==">https://simbli.eboardsolutions.com/SU/6cDSDHHvB29mTaliACBjH Q==</a>
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5022	Student And Family Privacy Rights -- <a href="https://simbli.eboardsolutions.com/SU/MLcvoQiddplusislsherDOs4&lt;br/&gt;WexQ==">https://simbli.eboardsolutions.com/SU/MLcvoQiddplusislsherDOs4 WexQ==</a>
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5125	Student Records -- <a href="https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ&lt;br/&gt;9w==">https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ 9w==</a>
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5131.62	Tobacco -- <a href="https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWY&lt;br/&gt;INQ==">https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWY INQ==</a>
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- 5141.21 ~~Administering Medication And Monitoring Health Conditions~~ --  
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- 5141.22 ~~Infectious Diseases~~ --  
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- 5141.23 ~~Asthma Management~~ --  
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- 5141.3 ~~Health Examinations~~--  
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- 5141.31 ~~Immunizations~~--  
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- 5141.32 ~~Health Screening For School Entry~~--  
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- 5141.33 ~~Head Lice~~--  
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- 5141.4 ~~Child Abuse Prevention And Reporting~~--  
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- 5141.52 ~~Suicide Prevention~~--  
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- 5143 ~~Insurance~~--  
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- 5145.6 ~~Parent/Guardian Notifications~~--  
<https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==>
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- 5146 ~~Married/Pregnant/Parenting Students~~--  
<https://simbli.eboardsolutions.com/SU/YcO9b7ZPSY0gplusn5nnIFFgw==>
- 5146 ~~Married/Pregnant/Parenting Students~~--  
<https://simbli.eboardsolutions.com/SU/eGC8MxMtiPp2gFD66nJdUg==>
- 5147 ~~Dropout Prevention~~--

- <https://simbli.eboardsolutions.com/SU/hxRRG94HV6kkc15slshZIKVCA==>
- 5148.3 ~~Preschool/Early Childhood Education--~~  
<https://simbli.eboardsolutions.com/SU/Aj67dJ0qYtZYkaoMipmGWA==>
- 5148.3 ~~Preschool/Early Childhood Education--~~  
<https://simbli.eboardsolutions.com/SU/MkaplusjTi8sBIVOXDmzplustNA==>
- 6145.2 ~~Athletic Competition--~~  
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==>
- 6145.2 ~~Athletic Competition--~~  
<https://simbli.eboardsolutions.com/SU/736Z8vHbVv-vZl8yKuc7uMg==>
- 6164.2 ~~Guidance/Counseling Services--~~  
<https://simbli.eboardsolutions.com/SU/ftN6QdbSEZiHLzeBplus1Pf4A==>
- 6164.2 ~~Guidance/Counseling Services--~~  
<https://simbli.eboardsolutions.com/SU/JWRTD1pluseNpGNplusbbgl suFYg==>

- 6164.5 Student Success Teams--  
<https://simbli.eboardsolutions.com/SU/0YtcWHID24iyGtTxFZdKcg=>  
 =
- 6164.5 Student Success Teams--  
<https://simbli.eboardsolutions.com/SU/qiywY0tjpWa0M8DeIWuH1W==>
- 6171 Title I Programs--  
<https://simbli.eboardsolutions.com/SU/ASTxBUsRO4MofC8iRBedlg==>
- 6171 Title I Programs--  
<https://simbli.eboardsolutions.com/SU/G2ztdlslshj8CCVoJCbSihWJA==>
- 6173 Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/Qeh3lrpwC9COINdEFpoiBA==>
- 6173 Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/45j0dsdpluss9tdrkt9pFErFw==>
- 6173-E PDF(1) Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/QvGXdUmZplusf1BMoslshEBOJdslshw==>
- 6173-E PDF(2) Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/NHkG5UyunB2vvrp2pYPBeQ==>
- 6173.1 Education For Foster Youth--  
<https://simbli.eboardsolutions.com/SU/Tbvm5PS1eB5wplus4vmoCkFZw==>
- 6173.1 Education For Foster Youth--  
<https://simbli.eboardsolutions.com/SU/gToUldEvCYOLB7f7DQzbFQ==>
- 6175 Migrant Education Program--  
<https://simbli.eboardsolutions.com/SU/qtWYvj2EX8EDu56Nyk7keA==>
- 6175 Migrant Education Program--  
<https://simbli.eboardsolutions.com/SU/puuZcTPZX0LFZAvsAgLslshmq==>

**Policy 5141.6: School Health Services**

Status: ADOPTED

Original Adopted Date: 11/02/2011

The Board of Trustees recognizes that good physical and mental health is critical to a student's ability to learn and believes that all students should have access to comprehensive health services. The Board further recognizes that schools are uniquely positioned to increase health equity and to help ensure that all students have access to necessary health care services. The district may provide access to health services at or near district schools through the establishment of a school health center and/or mobile van(s) that serve multiple campuses, and may utilize telehealth as a deliver mechanism to increase access to health care services in schools.

The Board and the Superintendent or designee shall collaborate with local and state agencies and health care providers to assess the health needs of students in district schools and the community. Based on the results of this needs assessment and the availability of resources, the Superintendent or designee shall recommend for Board approval the types of health services to be provided by the district, including preventative programming and intervention strategies to address student's physical, mental, and behavioral health needs.

Board approval shall be required for any proposed use of district resources and facilities to support school health services. The Superintendent or designee shall identify funding opportunities available through grand programs, private foundations, and partnerships with local agencies and organizations.

The Board may prioritize school health services to schools serving students with the greatest need, including schools with medically underserved populations and/or a high percentage of low-income and uninsured children and youth.

School health services shall be provided under the supervision of a licensed health care professional. The Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.

If a school nurse is employed by the school or district, the nurse shall be involved in planning and implementing the school health services as appropriate.

The Superintendent or designee shall coordinate the provision of school health services with other student wellness initiatives, including health education, nutrition and physical fitness programs, and other activities designed to create a healthy school environment. The Superintendent or designee shall encourage joint planning and regular communications among health services staff, district administrators, teachers, counselors, other staff, and parents/guardians.

To further encourage student access to health care services, the Superintendent or designee shall develop and implement outreach strategies to increase enrollment of eligible students from low- to moderate-income families in affordable, comprehensive state or federal health coverage programs and local health initiatives. Such strategies may include, but are not limited to, providing information about the Medi-Cal program on the application for free and reduced-price meals in accordance with law.

**Consent and Confidentiality**

The Superintendent or designee shall obtain written parent/guardian consent prior to providing services to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6930, Health and Safety Code 124260, or other applicable law.

The Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.

**Payment/Reimbursement for Services**

The Superintendent or designee may bill public and private insurance programs and other applicable

programs for reimbursement of services as appropriate. Services may be provided free of charge or on a sliding scale in accordance with law.

The district shall serve as a Medi-Cal provider to the extent feasible, comply with all related legal requirements, and seek reimbursement of costs to the extent allowed by law.

### **Program Evaluation**

In order to continuously improve school health services, the Board shall evaluate the effectiveness of such services and the extent to which they continue to meet student needs.

The Superintendent or designee shall provide the Board with periodic reports that may include, but are not necessarily limited to, rates of participation in school health services; changes in student outcomes such as school attendance or achievement; measures of school climate; feedback from staff and participants regarding program accessibility and operations, including accessibility to low-income and linguistically and culturally diverse students and families; and program costs and revenues.

### **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**

17 CCR 2950-2951  
17 CCR 6800-6874

22 CCR 51009  
22 CCR 51050-51192  
22 CCR 51200  
22 CCR 51231.2  
22 CCR 51270

22 CCR 51304  
22 CCR 51309

22 CCR 51323  
22 CCR 51351  
22 CCR 51360  
22 CCR 51491  
22 CCR 51535.5  
Ed. Code 49073-49079  
Ed. Code 49423.5  
Ed. Code 49557.2-49558

Fam. Code 6920-6930  
Gov. Code 95020  
H&S Code 104830-104865

H&S Code 121020

H&S Code 123110  
H&S Code 123115

H&S Code 123800-123995  
H&S Code 124025-124110  
H&S Code 124172-124174.6  
H&S Code 124260  
H&S Code 130300-130317  
W&I Code 14059.5

#### **Description**

[Hearing tests](#)  
[Child Health and Disability Prevention program; health assessments](#)  
[Confidentiality](#)  
[Definitions of Medi-Cal providers and services](#)  
[Requirements for providers](#)  
[Wheelchair van requirements](#)  
[Local educational agency provider; conditions for participation](#)  
[Limitations on specified benefits](#)  
[Psychology, physical therapy, occupational therapy, speech pathology, audiological services](#)  
[Medical transportation services](#)  
[Targeted case management services](#)  
[Local educational agency; types of services](#)  
[Local educational agency eligibility for payment](#)  
[Reimbursement to local educational agency providers](#)  
Privacy of student records  
Specialized physical health care services  
Eligibility for free and reduced-price meals; sharing information with Medi-Cal  
Consent by minor for medical treatment  
Individualized family service plan  
School-based application of fluoride or other tooth decay-inhibiting agent  
HIV/AIDS testing and treatment; parental consent for minor under age 12  
Minor's right to access health records  
Limitation on parent/guardian access to minor's health records  
California Children's Services Act  
Child Health and Disability Prevention Program  
Public School Health Center Support Program  
Mental health services; consent by minors age 12 and older  
Health Insurance Portability and Accountability Act (HIPAA)  
Definition of "medically necessary"

W&I Code 14115	Medi-Cal claims process
W&I Code 14115.8	LEA Medi-Cal Billing Option; program guide
W&I Code 14124.90	Third-party health coverage
W&I Code 14132.06	Covered benefits; health services provided by local educational agencies
W&I Code 14132.47	Administrative claiming process and targeted case management
W&I Code 5961-5961.5	Children and Youth Behavioral Health Initiative Act
<b>Federal</b>	<b>Description</b>
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
42 CFR 431.300	Use and disclosure of information on Medicaid applicants and recipients
42 USC 1320c-9	Prohibition against disclosure of records
42 USC 1397aa-1397mm	State Children's Health Insurance Program
45 CFR 164.500-164.534	Privacy of individually identifiable health information
<b>Management Resources</b>	<b>Description</b>
CA Department of Health Care Services Publication	<a href="#">LEA Medi-Cal Billing Option Program Provider Manual, November 2021</a>
CA Dept of Health Care Services Publication	<a href="#">Policy and Procedure Letter No. 23-004, February 2023</a>
CA Dept of Health Care Services Publication	<a href="#">Policy and Procedure Letter No. 21-017R, December 2021</a>
CA Dept of Health Care Services Publication	<a href="#">California School-Based Medi-Cal Administrative Activities Manual</a>
CA Health and Human Services Publication	<a href="#">Children and Youth Behavioral Health Initiative, 2021</a>
CA School-Based Health Alliance Publication	Documenting the Link Between School-Based Health Centers and Academic Success, May 2014
CA School-Based Health Alliance Publication	How to Fund Health Services in Your School District, September 2014
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019
National Center For Youth Law Publication	Confidential Medical Release: Frequently Asked Questions from Schools and Districts, November 2015
US Dept of Health and Human Services Publication	<a href="#">Centers for Medicare &amp; Medicaid Services Informational Bulletin, Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 2022</a>
US Dept of Health and Human Services Publication	<a href="#">Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 18, 2022</a>
Website	<a href="#">California Department of Health and Human Services</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA, Practi-Cal Program</a>
Website	<a href="#">California School-Based Health Alliance</a>
Website	<a href="#">Center for Health and Health Care in Schools</a>
Website	<a href="#">Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study</a>
Website	<a href="#">Centers for Medicare and Medicaid Services</a>
Website	<a href="#">California County Superintendents Educational Services Association</a>
Website	<a href="#">National Center for Youth Law</a>
Website	<a href="#">California School Nurses Organization</a>
Website	<a href="#">California Department of Education, Health Services and School Nursing</a>
Website	<a href="#">California Department of Health Care Services</a>
Website	<a href="#">California Department of Public Health</a>
Website	<a href="#">CSBA</a>

**Cross References**

<b>Code</b>	<b>Description</b>
0470	COVID-19 Mitigation Plan
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3514	Environmental Safety
3514	Environmental Safety
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4119.41	Employees With Infectious Disease
4119.43	Universal Precautions
4119.43	Universal Precautions
4157	Employee Safety
4157	Employee Safety
4219.41	Employees With Infectious Disease
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4319.41	Employees With Infectious Disease
4319.43	Universal Precautions
4319.43	Universal Precautions
4357	Employee Safety
4357	Employee Safety
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5125	Student Records
5125	Student Records
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.61	Drug Testing
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.24	Specialized Health Care Services
5141.25	Availability Of Condoms
5141.26	Tuberculosis Testing
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations



5141.32	Health Screening For School Entry
5141.33	Head Lice
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.5	Mental Health
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5143	Insurance
5143	Insurance
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6177	Summer Learning Programs
6184	Continuation Education
6184	Continuation Education

~~(cf. 5131.6 - Alcohol and Other Drugs)~~

~~(cf. 5131.61 - Drug Testing)~~

~~(cf. 5131.62 - Tobacco)~~

~~(cf. 5131.63 - Steroids)~~

~~(cf. 5141 - Health Care and Emergencies)~~

~~(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)~~

~~(cf. 5141.22 - Infectious Diseases)~~

~~(cf. 5141.23 - Asthma Management)~~

~~(cf. 5141.24 - Specialized Health Care Services)~~

~~(cf. 5141.25 – Availability of Condoms)~~

~~(cf. 5141.26 – Tuberculosis Testing)~~

~~(cf. 5141.3 – Health Examinations)~~

~~(cf. 5141.31 – Immunizations)~~

~~(cf. 5141.32 – Health Screening for School Entry)~~

~~(cf. 5141.33 – Head Lice)~~

~~(cf. 5141.4 – Child Abuse Prevention and Reporting)~~

~~(cf. 5141.52 – Suicide Prevention)~~

~~(cf. 6145.2 – Athletic Competition)~~

~~(cf. 6159 – Individualized Education Program)~~

~~(cf. 6164.6 – Identification and Education Under Section 504)~~

~~The Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.~~

~~(cf. 1020 – Youth Services)~~

~~(cf. 3312 – Contracts)~~

~~Board approval shall be required for any proposed use of district resources and facilities to support school health services. The Superintendent or designee shall identify funding opportunities available through grant programs, private foundations, and partnerships with local agencies and organizations.~~

(cf. 1260 - Educational Foundation)

(cf. 3100 - Budget)

(cf. 7000 - Facilities Master Plan)

The Superintendent or designee shall coordinate the provision of school health services with other student wellness initiatives, including health education, programs that address nutrition and physical fitness, and other activities designed to create a healthy school environment. The Superintendent or designee shall encourage joint planning and regular communications among health services staff, district administrators, teachers, counselors, other staff, and parents/guardians.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Counseling/Guidance Services)

#### Consent and Confidentiality

The Superintendent or designee shall obtain written parent/guardian consent prior to providing services to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929 or other applicable laws.

The Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.

(cf. 5125 - Student Records)

#### Payment/Reimbursement for Services

The Board desires that costs not be a barrier to student access to services. Services may be provided free of charge or on a sliding scale in accordance with law.

The Superintendent or designee shall establish procedures for billing public and private insurance programs and other applicable programs for reimbursement of services as appropriate.

(cf. 5143 - Insurance)

The district shall serve as a Medi-Cal provider to the extent feasible, comply with all related legal requirements, and seek reimbursement of costs to the extent allowed by law.

To further encourage student access to health care services, the Superintendent or designee shall develop and implement strategies to assist in outreach and enrollment of eligible students from low- to moderate-income families in affordable, comprehensive state or federal health coverage programs and local health initiatives. Such strategies may include, but not be limited to, providing information about the Medi-Cal program on the application for free and reduced-price meals in accordance with law and providing students and parents/guardians with information about the low-cost Healthy Families insurance program.

(cf. 3553 - Free and Reduced Price Meals)

#### Program Evaluation

In order to continuously improve school health services, the Board shall evaluate the effectiveness of such services and the extent to which they continue to meet student needs.

The Superintendent or designee shall provide the Board with periodic reports that may include, but not necessarily be limited to, rates of participation in school health services; changes in student outcomes such as school attendance or achievement; feedback from staff and participants regarding program accessibility and operations, including accessibility to low-income and linguistically and culturally diverse students and families; and program costs and revenues.

(cf. 0500 - Accountability)

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.

<b>State References</b>	<b>Description</b>
17 CCR 2950-2951	Hearing tests - <a href="https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeINDw==">https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeINDw==</a>
17 CCR 6800-6874	Child Health and Disability Prevention program; health assessments - <a href="https://simbli.eboardsolutions.com/SU/2HhexRytdgKqeiq665fqEA==">https://simbli.eboardsolutions.com/SU/2HhexRytdgKqeiq665fqEA==</a>
22 CCR 51009	Confidentiality - <a href="https://simbli.eboardsolutions.com/SU/9Ra0oplusgjqEw5FSRj1Y5RhA==">https://simbli.eboardsolutions.com/SU/9Ra0oplusgjqEw5FSRj1Y5RhA==</a>
22 CCR 51050-51192	Definitions of Medi-Cal providers and services - <a href="https://simbli.eboardsolutions.com/SU/kERMLu1VDplusslsh6dzkpludMzUGA==">https://simbli.eboardsolutions.com/SU/kERMLu1VDplusslsh6dzkpludMzUGA==</a>
22 CCR 51200	Requirements for providers - <a href="https://simbli.eboardsolutions.com/SU/UQIfaxnRXavxH1iMhK5Bag==">https://simbli.eboardsolutions.com/SU/UQIfaxnRXavxH1iMhK5Bag==</a>
22 CCR 51231.2	Wheelchair van requirements - <a href="https://simbli.eboardsolutions.com/SU/fgh9KlxZffbAsAxo4fcDhw==">https://simbli.eboardsolutions.com/SU/fgh9KlxZffbAsAxo4fcDhw==</a>
22 CCR 51270	Local educational agency provider; conditions for participation - <a href="https://simbli.eboardsolutions.com/SU/CTr6GAXoy397Rj4nqkFcBQ==">https://simbli.eboardsolutions.com/SU/CTr6GAXoy397Rj4nqkFcBQ==</a>
22 CCR 51304	Limitations on specified benefits - <a href="https://simbli.eboardsolutions.com/SU/gKXAjwbtKM1ehmlveDLslshXA==">https://simbli.eboardsolutions.com/SU/gKXAjwbtKM1ehmlveDLslshXA==</a>
22 CCR 51309	Psychology, physical therapy, occupational therapy, speech pathology, audiological services - <a href="https://simbli.eboardsolutions.com/SU/Jplus00slshwAaSlmYc9rToHXjA==">https://simbli.eboardsolutions.com/SU/Jplus00slshwAaSlmYc9rToHXjA==</a>
22 CCR 51323	Medical transportation services - <a href="https://simbli.eboardsolutions.com/SU/MDftOcw3WyrZzEFcZXBmQ==">https://simbli.eboardsolutions.com/SU/MDftOcw3WyrZzEFcZXBmQ==</a>
22 CCR 51351	Targeted case management services - <a href="https://simbli.eboardsolutions.com/SU/SAkqgpXGRCDSus29fCRGTA==">https://simbli.eboardsolutions.com/SU/SAkqgpXGRCDSus29fCRGTA==</a>
22 CCR 51360	Local educational agency; types of services - <a href="https://simbli.eboardsolutions.com/SU/zR8yhQ2FqNMBzTSHcLlLWg==">https://simbli.eboardsolutions.com/SU/zR8yhQ2FqNMBzTSHcLlLWg==</a>
22 CCR 51491	Local educational agency eligibility for payment - <a href="https://simbli.eboardsolutions.com/SU/fpUUVd1fR7XY4ikyPUdSVw==">https://simbli.eboardsolutions.com/SU/fpUUVd1fR7XY4ikyPUdSVw==</a>
22 CCR 51535.5	Reimbursement to local educational agency providers - <a href="https://simbli.eboardsolutions.com/SU/Xtj3eVKpmdCQ86slshGoiFFA==">https://simbli.eboardsolutions.com/SU/Xtj3eVKpmdCQ86slshGoiFFA==</a>
Ed. Code 49073-49079	Privacy of student records - <a href="https://simbli.eboardsolutions.com/SU/7w3ITz5N0pl8FxFYHEmjcg==">https://simbli.eboardsolutions.com/SU/7w3ITz5N0pl8FxFYHEmjcg==</a>
Ed. Code 49423.5	Specialized physical health care services - <a href="https://simbli.eboardsolutions.com/SU/L0igvSo5mEInt0KPZsplusc0Q==">https://simbli.eboardsolutions.com/SU/L0igvSo5mEInt0KPZsplusc0Q==</a>
Ed. Code 49557.2-49558	Eligibility for free and reduced-price meals; sharing information with Medi-Cal - <a href="https://simbli.eboardsolutions.com/SU/apYfkshvfKaT8ryTPutYcW==">https://simbli.eboardsolutions.com/SU/apYfkshvfKaT8ryTPutYcW==</a>
Fam. Code 6920-6930	Consent by minor for medical treatment - <a href="https://simbli.eboardsolutions.com/SU/2D2IN8VKrMt7jVdYwJ1aWA==">https://simbli.eboardsolutions.com/SU/2D2IN8VKrMt7jVdYwJ1aWA==</a>
Gov. Code 95020	Individualized family service plan - <a href="https://simbli.eboardsolutions.com/SU/b7Bntu3G7u9NnB0BOTqUUA==">https://simbli.eboardsolutions.com/SU/b7Bntu3G7u9NnB0BOTqUUA==</a>
H&S Code 104830-104865	School-based application of fluoride or other tooth decay-inhibiting agent - <a href="https://simbli.eboardsolutions.com/SU/wUMx41l85WwiOslshBFSWJm8w==">https://simbli.eboardsolutions.com/SU/wUMx41l85WwiOslshBFSWJm8w==</a>
H&S Code 121020	HIV/AIDS testing and treatment; parental consent for minor under age 12 - <a href="https://simbli.eboardsolutions.com/SU/Z4rsWlu9eGVfnBPGF6MIKA==">https://simbli.eboardsolutions.com/SU/Z4rsWlu9eGVfnBPGF6MIKA==</a>
H&S Code 123110	Minor's right to access health records - <a href="https://simbli.eboardsolutions.com/SU/i8PW0EdRzv8jMoH51K3q7A==">https://simbli.eboardsolutions.com/SU/i8PW0EdRzv8jMoH51K3q7A==</a>

H&S Code 123115	Limitation on parent/guardian access to minor's health records - <a href="https://simbli.eboardsolutions.com/SU/vkoslshKyhVxThhqoBDCKznQ==">https://simbli.eboardsolutions.com/SU/vkoslshKyhVxThhqoBDCKznQ==</a>
H&S Code 123800-123995	California Children's Services Act - <a href="https://simbli.eboardsolutions.com/SU/oRsfYclzXRxToah0YVbNcA==">https://simbli.eboardsolutions.com/SU/oRsfYclzXRxToah0YVbNcA==</a>
H&S Code 124025-124110	Child Health and Disability Prevention Program - <a href="https://simbli.eboardsolutions.com/SU/L9HOoCdNFf6OLmwKrjEjiQ==">https://simbli.eboardsolutions.com/SU/L9HOoCdNFf6OLmwKrjEjiQ==</a>
H&S Code 124172-124174.6	Public School Health Center Support Program - <a href="https://simbli.eboardsolutions.com/SU/UiWhRk3Dplusb6dePxZuDu0oQ==">https://simbli.eboardsolutions.com/SU/UiWhRk3Dplusb6dePxZuDu0oQ==</a>
H&S Code 124260	Mental health services; consent by minors age 12 and older - <a href="https://simbli.eboardsolutions.com/SU/IVzTry4v3xqHaOX42MB0zw==">https://simbli.eboardsolutions.com/SU/IVzTry4v3xqHaOX42MB0zw==</a>
H&S Code 130300-130317	Health Insurance Portability and Accountability Act (HIPAA)
W&I Code 14059.5	Definition of "medically necessary" - <a href="https://simbli.eboardsolutions.com/SU/NMJswpgplusptyKRrVPkZpLslshQ==">https://simbli.eboardsolutions.com/SU/NMJswpgplusptyKRrVPkZpLslshQ==</a>
W&I Code 14115	Medi-Cal claims process - <a href="https://simbli.eboardsolutions.com/SU/FtggfcAzVlkv64OqMyvyNg==">https://simbli.eboardsolutions.com/SU/FtggfcAzVlkv64OqMyvyNg==</a>
W&I Code 14115.8	LEA Medi-Cal Billing Option; program guide - <a href="https://simbli.eboardsolutions.com/SU/N8rhZHRaa1KdAhOmQXxhVw==">https://simbli.eboardsolutions.com/SU/N8rhZHRaa1KdAhOmQXxhVw==</a>
W&I Code 14124.90	Third-party health coverage - <a href="https://simbli.eboardsolutions.com/SU/6PYeuATWcPdYnPcsTYkAUw==">https://simbli.eboardsolutions.com/SU/6PYeuATWcPdYnPcsTYkAUw==</a>
W&I Code 14132.06	Covered benefits; health services provided by local educational agencies - <a href="https://simbli.eboardsolutions.com/SU/US4ZV1v4hDplus3HszfZk2teg==">https://simbli.eboardsolutions.com/SU/US4ZV1v4hDplus3HszfZk2teg==</a>
W&I Code 14132.47	Administrative claiming process and targeted case management - <a href="https://simbli.eboardsolutions.com/SU/slshu5xkSQ1HwQLRjF5batDlw==">https://simbli.eboardsolutions.com/SU/slshu5xkSQ1HwQLRjF5batDlw==</a>
W&I Code 5961-5961.5	Children and Youth Behavioral Health Initiative Act

### Federal References

	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
42 CFR 431.300	Use and disclosure of information on Medicaid applicants and recipients
42 USC 1320c-9	Prohibition against disclosure of records
42 USC 1397aa-1397mm	State Children's Health Insurance Program
45 CFR 164.500-164.534	Privacy of individually identifiable health information

### Management Resources References

	Description
CA Department of Health Care Services Publication	LEA Medi-Cal Billing Option Program Provider Manual, November 2021 - <a href="https://simbli.eboardsolutions.com/SU/QOfp2pEslshD4aDoKM2QJ1t8g==">https://simbli.eboardsolutions.com/SU/QOfp2pEslshD4aDoKM2QJ1t8g==</a>
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 23-004, February 2023 - <a href="https://simbli.eboardsolutions.com/SU/lk2u2XTgK02Uk3z7XV2WqA==">https://simbli.eboardsolutions.com/SU/lk2u2XTgK02Uk3z7XV2WqA==</a>
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 21-017R, December 2021 - <a href="https://simbli.eboardsolutions.com/SU/ShaD7PfAmslshoWeplusec1VMAtA==">https://simbli.eboardsolutions.com/SU/ShaD7PfAmslshoWeplusec1VMAtA==</a>
CA Dept of Health Care Services Publication	California School-Based Medi-Cal Administrative Activities Manual - <a href="https://simbli.eboardsolutions.com/SU/oYdd8QEplus0LrFh9A1ACiynQ==">https://simbli.eboardsolutions.com/SU/oYdd8QEplus0LrFh9A1ACiynQ==</a>
CA Health and Human Services Publication	Children and Youth Behavioral Health Initiative, 2021 - <a href="https://simbli.eboardsolutions.com/SU/SQUS0zuWPAYGjpMSimryyg==">https://simbli.eboardsolutions.com/SU/SQUS0zuWPAYGjpMSimryyg==</a>
CA School-Based Health Alliance Publication	Documenting the Link Between School-Based Health Centers and Academic Success, May 2014
CA School-Based Health Alliance Publication	How to Fund Health Services in Your School District, September 2014
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019

National Center For Youth Law Publication	Confidential Medical Release: Frequently Asked Questions from Schools and Districts, November 2015
US Dept of Health and Human Services Publication	Centers for Medicare & Medicaid Services Informational Bulletin, Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 2022 - <a href="https://simbli.eboardsolutions.com/SU/e1AEPRkiYJiEMndI3IzjKA==">https://simbli.eboardsolutions.com/SU/e1AEPRkiYJiEMndI3IzjKA==</a>
US Dept of Health and Human Services Publication	Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 18, 2022 - <a href="https://simbli.eboardsolutions.com/SU/e1AEPRkiYJiEMndI3IzjKA==">https://simbli.eboardsolutions.com/SU/e1AEPRkiYJiEMndI3IzjKA==</a>
Website	California Department of Health and Human Services - <a href="https://simbli.eboardsolutions.com/SU/RfFicuDfqiXyFvHULovPg==">https://simbli.eboardsolutions.com/SU/RfFicuDfqiXyFvHULovPg==</a>
Website	CSBA District and County Office of Education Legal Services - <a href="https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==">https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==</a>
Website	CSBA, Practi-Cal Program - <a href="https://simbli.eboardsolutions.com/SU/osj9cVthno059t2BlfslshzHw==">https://simbli.eboardsolutions.com/SU/osj9cVthno059t2BlfslshzHw==</a>
Website	California School-Based Health Alliance - <a href="https://simbli.eboardsolutions.com/SU/AP2woR1fGSOslrNWDENoA==">https://simbli.eboardsolutions.com/SU/AP2woR1fGSOslrNWDENoA==</a>
Website	Center for Health and Health Care in Schools - <a href="https://simbli.eboardsolutions.com/SU/IUBge93PEmHaWbbZteiquw==">https://simbli.eboardsolutions.com/SU/IUBge93PEmHaWbbZteiquw==</a>
Website	Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study - <a href="https://simbli.eboardsolutions.com/SU/MKXplusroVsDAAUy5fMmloplusng==">https://simbli.eboardsolutions.com/SU/MKXplusroVsDAAUy5fMmloplusng==</a>
Website	Centers for Medicare and Medicaid Services - <a href="https://simbli.eboardsolutions.com/SU/8cHplusWPwuermDuW0plusvzXfvw==">https://simbli.eboardsolutions.com/SU/8cHplusWPwuermDuW0plusvzXfvw==</a>
Website	National Center for Youth Law - <a href="https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlcphMslsh2yQ==">https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlcphMslsh2yQ==</a>
Website	California School Nurses Organization - <a href="https://simbli.eboardsolutions.com/SU/y9UnslshTdDn6hY1DMTl3f6eQ==">https://simbli.eboardsolutions.com/SU/y9UnslshTdDn6hY1DMTl3f6eQ==</a>
Website	California County Superintendents - <a href="https://simbli.eboardsolutions.com/SU/Wyr1WplusZPL9SDth52IMoLrg==">https://simbli.eboardsolutions.com/SU/Wyr1WplusZPL9SDth52IMoLrg==</a>
Website	California Department of Education, Health Services and School Nursing - <a href="https://simbli.eboardsolutions.com/SU/8gslshmouplus2E8Rmx2avRDQPXw==">https://simbli.eboardsolutions.com/SU/8gslshmouplus2E8Rmx2avRDQPXw==</a>
Website	California Department of Health Care Services - <a href="https://simbli.eboardsolutions.com/SU/sIshcbdN8s1sIshplus8ePOCd4fpQ7Q==">https://simbli.eboardsolutions.com/SU/sIshcbdN8s1sIshplus8ePOCd4fpQ7Q==</a>
Website	California Department of Public Health - <a href="https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==">https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==</a>
Website	CSBA - <a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==</a>

**Cross References**

**Description**

0410	Nondiscrimination In District Programs And Activities - <a href="https://simbli.eboardsolutions.com/SU/zaaevHADPymJxTccxwR7xQ==">https://simbli.eboardsolutions.com/SU/zaaevHADPymJxTccxwR7xQ==</a>
1330.1	Joint Use Agreements - <a href="https://simbli.eboardsolutions.com/SU/sxabazONKoDLZHVoWV2QcA==">https://simbli.eboardsolutions.com/SU/sxabazONKoDLZHVoWV2QcA==</a>
1340	Access To District Records - <a href="https://simbli.eboardsolutions.com/SU/tplusuDDACPtNHsKkoFjp3wUw==">https://simbli.eboardsolutions.com/SU/tplusuDDACPtNHsKkoFjp3wUw==</a>
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1400	Relations Between Other Governmental Agencies And The Schools - <a href="https://simbli.eboardsolutions.com/SU/P0tHXSyOMhysIshJdrPRJel9g==">https://simbli.eboardsolutions.com/SU/P0tHXSyOMhysIshJdrPRJel9g==</a>
3514	Environmental Safety - <a href="https://simbli.eboardsolutions.com/SU/nTYuxnLzFCCKy3ltwOFg1g==">https://simbli.eboardsolutions.com/SU/nTYuxnLzFCCKy3ltwOFg1g==</a>

3514	Environmental Safety - <a href="https://simbli.eboardsolutions.com/SU/G4YMRlwzayT8Nq2JWpUUMw==">https://simbli.eboardsolutions.com/SU/G4YMRlwzayT8Nq2JWpUUMw==</a>
3553	Free And Reduced Price Meals - <a href="https://simbli.eboardsolutions.com/SU/wplus0XoSBZy56Lzave8Wof1g==">https://simbli.eboardsolutions.com/SU/wplus0XoSBZy56Lzave8Wof1g==</a>
3553	Free And Reduced Price Meals - <a href="https://simbli.eboardsolutions.com/SU/q5rOslsh15fMRgkH2qFv2zI8A==">https://simbli.eboardsolutions.com/SU/q5rOslsh15fMRgkH2qFv2zI8A==</a>
4119.41	Employees With Infectious Disease - <a href="https://simbli.eboardsolutions.com/SU/tWLbslshoiN3g1qi9wJWuT7Q==">https://simbli.eboardsolutions.com/SU/tWLbslshoiN3g1qi9wJWuT7Q==</a>
4119.43	Universal Precautions - <a href="https://simbli.eboardsolutions.com/SU/kHslshF6r8aqaw2Cd9X694Rew==">https://simbli.eboardsolutions.com/SU/kHslshF6r8aqaw2Cd9X694Rew==</a>
4119.43	Universal Precautions - <a href="https://simbli.eboardsolutions.com/SU/BAu5NzYFGqXatN6NQMGKug==">https://simbli.eboardsolutions.com/SU/BAu5NzYFGqXatN6NQMGKug==</a>
4157	Employee Safety - <a href="https://simbli.eboardsolutions.com/SU/DRmL6slshwf2IX46hYGRmEy0w==">https://simbli.eboardsolutions.com/SU/DRmL6slshwf2IX46hYGRmEy0w==</a>
4157	Employee Safety - <a href="https://simbli.eboardsolutions.com/SU/hM1R0OaslshvqgAT1v9JUJuyQ==">https://simbli.eboardsolutions.com/SU/hM1R0OaslshvqgAT1v9JUJuyQ==</a>
4219.41	Employees With Infectious Disease - <a href="https://simbli.eboardsolutions.com/SU/i7slshs2reTt93slshsCyVZP4slsh8w==">https://simbli.eboardsolutions.com/SU/i7slshs2reTt93slshsCyVZP4slsh8w==</a>
4219.43	Universal Precautions - <a href="https://simbli.eboardsolutions.com/SU/wh0rpv5X3ryKMrEJQIWdxg==">https://simbli.eboardsolutions.com/SU/wh0rpv5X3ryKMrEJQIWdxg==</a>
4219.43	Universal Precautions - <a href="https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJjbYnlcTYslshg==">https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJjbYnlcTYslshg==</a>
4231	Staff Development - <a href="https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w==">https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w==</a>
4257	Employee Safety - <a href="https://simbli.eboardsolutions.com/SU/Qjm6Fslshs0te11Hzk2TYplusxMQ==">https://simbli.eboardsolutions.com/SU/Qjm6Fslshs0te11Hzk2TYplusxMQ==</a>
4257	Employee Safety - <a href="https://simbli.eboardsolutions.com/SU/cx1I72GAT2995YqdplusneQMw==">https://simbli.eboardsolutions.com/SU/cx1I72GAT2995YqdplusneQMw==</a>
4319.41	Employees With Infectious Disease - <a href="https://simbli.eboardsolutions.com/SU/ehnfRW5KvzI3XebOymCvplusg==">https://simbli.eboardsolutions.com/SU/ehnfRW5KvzI3XebOymCvplusg==</a>
4319.43	Universal Precautions - <a href="https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmw0U4zlw==">https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmw0U4zlw==</a>
4319.43	Universal Precautions - <a href="https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg==">https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg==</a>
4357	Employee Safety - <a href="https://simbli.eboardsolutions.com/SU/6cDSDHHvB29mTaliACBjHQ==">https://simbli.eboardsolutions.com/SU/6cDSDHHvB29mTaliACBjHQ==</a>
4357	Employee Safety - <a href="https://simbli.eboardsolutions.com/SU/tewptRyFjTbdbP59eK4avQ==">https://simbli.eboardsolutions.com/SU/tewptRyFjTbdbP59eK4avQ==</a>
5022	Student And Family Privacy Rights - <a href="https://simbli.eboardsolutions.com/SU/MLcvoQjddplusjslsherDOs4WexQ==">https://simbli.eboardsolutions.com/SU/MLcvoQjddplusjslsherDOs4WexQ==</a>
5022	Student And Family Privacy Rights - <a href="https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==">https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==</a>
5125	Student Records - <a href="https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==">https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==</a>
5125	Student Records - <a href="https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==">https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==</a>
5131.6	Alcohol And Other Drugs - <a href="https://simbli.eboardsolutions.com/SU/PmqhaJEGfnWszkplusLMnHslshRQ==">https://simbli.eboardsolutions.com/SU/PmqhaJEGfnWszkplusLMnHslshRQ==</a>
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5131.62	Tobacco - <a href="https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWyINQ==">https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWyINQ==</a>
5131.62	Tobacco - <a href="https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==">https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==</a>
5131.63	Steroids - <a href="https://simbli.eboardsolutions.com/SU/nefvt3DKdnGFtFfWzm0Pkg==">https://simbli.eboardsolutions.com/SU/nefvt3DKdnGFtFfWzm0Pkg==</a>
5131.63	Steroids - <a href="https://simbli.eboardsolutions.com/SU/QULI68UyGsXIRyKlaepfZg==">https://simbli.eboardsolutions.com/SU/QULI68UyGsXIRyKlaepfZg==</a>
5141	Health Care And Emergencies - <a href="https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtJa7vaPng==">https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtJa7vaPng==</a>
5141	Health Care And Emergencies - <a href="https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw==">https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw==</a>
5141.21	Administering Medication And Monitoring Health Conditions - <a href="https://simbli.eboardsolutions.com/SU/Qc24WlpCiijePuSeyVERgQ==">https://simbli.eboardsolutions.com/SU/Qc24WlpCiijePuSeyVERgQ==</a>
5141.21	Administering Medication And Monitoring Health Conditions - <a href="https://simbli.eboardsolutions.com/SU/XylCkIKFTFVJ1mdaLedWQ==">https://simbli.eboardsolutions.com/SU/XylCkIKFTFVJ1mdaLedWQ==</a>
5141.22	Infectious Diseases - <a href="https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYyT6W6TQ==">https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYyT6W6TQ==</a>
5141.23	Asthma Management - <a href="https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfzslshxDfFQ==">https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfzslshxDfFQ==</a>
5141.23	Asthma Management - <a href="https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhsIshakuKg==">https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhsIshakuKg==</a>
5141.24	Specialized Health Care Services - <a href="https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w==">https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w==</a>
5141.3	Health Examinations - <a href="https://simbli.eboardsolutions.com/SU/8dW647gZoOezLbsIshplushAES7Q==">https://simbli.eboardsolutions.com/SU/8dW647gZoOezLbsIshplushAES7Q==</a>
5141.3	Health Examinations - <a href="https://simbli.eboardsolutions.com/SU/QsAD0i11LCOPhZ0S9elAog==">https://simbli.eboardsolutions.com/SU/QsAD0i11LCOPhZ0S9elAog==</a>
5141.31	Immunizations - <a href="https://simbli.eboardsolutions.com/SU/v0HDI0KXxbfoxP8711PMTA==">https://simbli.eboardsolutions.com/SU/v0HDI0KXxbfoxP8711PMTA==</a>
5141.31	Immunizations - <a href="https://simbli.eboardsolutions.com/SU/hhQaTwOID8zxJggQx6M28A==">https://simbli.eboardsolutions.com/SU/hhQaTwOID8zxJggQx6M28A==</a>
5141.32	Health Screening For School Entry - <a href="https://simbli.eboardsolutions.com/SU/RFuFIHOTHzplusJAlpn6JslshAA==">https://simbli.eboardsolutions.com/SU/RFuFIHOTHzplusJAlpn6JslshAA==</a>
5141.33	Head Lice - <a href="https://simbli.eboardsolutions.com/SU/OBDCKemXxG45Rhly6qnEg==">https://simbli.eboardsolutions.com/SU/OBDCKemXxG45Rhly6qnEg==</a>
5141.4	Child Abuse Prevention And Reporting - <a href="https://simbli.eboardsolutions.com/SU/mCHuclMZ9oURZzGcd882slshg==">https://simbli.eboardsolutions.com/SU/mCHuclMZ9oURZzGcd882slshg==</a>
5141.4	Child Abuse Prevention And Reporting - <a href="https://simbli.eboardsolutions.com/SU/pngiBsCsQWrMXQP0YIB5Mw==">https://simbli.eboardsolutions.com/SU/pngiBsCsQWrMXQP0YIB5Mw==</a>
5141.52	Suicide Prevention - <a href="https://simbli.eboardsolutions.com/SU/RZdgMD0J40H3L1mcXyplusbslshA==">https://simbli.eboardsolutions.com/SU/RZdgMD0J40H3L1mcXyplusbslshA==</a>
5141.52	Suicide Prevention - <a href="https://simbli.eboardsolutions.com/SU/CgtU7enoOwR3alaw9Gxo8w==">https://simbli.eboardsolutions.com/SU/CgtU7enoOwR3alaw9Gxo8w==</a>
5141.7	Sun Safety - <a href="https://simbli.eboardsolutions.com/SU/vaXfHIG0eW9u41yH0HD6ZA==">https://simbli.eboardsolutions.com/SU/vaXfHIG0eW9u41yH0HD6ZA==</a>
5143	Insurance - <a href="https://simbli.eboardsolutions.com/SU/chGiudWciEt8DP0mHq3tqw==">https://simbli.eboardsolutions.com/SU/chGiudWciEt8DP0mHq3tqw==</a>
5143	Insurance - <a href="https://simbli.eboardsolutions.com/SU/0EvtPZZ6DAA9EQRrez0plusJbw==">https://simbli.eboardsolutions.com/SU/0EvtPZZ6DAA9EQRrez0plusJbw==</a>
5145.6	Parent/Guardian Notifications - <a href="https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==">https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==</a>



5145.6-E PDF(1)	Parent/Guardian Notifications - <a href="https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2uqAoqY9Q==">https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2uqAoqY9Q==</a>
5146	Married/Pregnant/Parenting Students - <a href="https://simbli.eboardsolutions.com/SU/YcO9b7ZPSY0gplusn5nnlFFqw==">https://simbli.eboardsolutions.com/SU/YcO9b7ZPSY0gplusn5nnlFFqw==</a>
5146	Married/Pregnant/Parenting Students - <a href="https://simbli.eboardsolutions.com/SU/eGC8MxMtiPp2gFD66nJdUg==">https://simbli.eboardsolutions.com/SU/eGC8MxMtiPp2gFD66nJdUg==</a>
5147	Dropout Prevention - <a href="https://simbli.eboardsolutions.com/SU/hxRRG94HV6kkc15slshZIKVCA==">https://simbli.eboardsolutions.com/SU/hxRRG94HV6kkc15slshZIKVCA==</a>
5148.3	Preschool/Early Childhood Education - <a href="https://simbli.eboardsolutions.com/SU/Aj67dJ0qYtZYkaoMjpmGWA==">https://simbli.eboardsolutions.com/SU/Aj67dJ0qYtZYkaoMjpmGWA==</a>
5148.3	Preschool/Early Childhood Education - <a href="https://simbli.eboardsolutions.com/SU/MkaplusjTi8sBIVOXDmzplusstNA==">https://simbli.eboardsolutions.com/SU/MkaplusjTi8sBIVOXDmzplusstNA==</a>
6145.2	Athletic Competition - <a href="https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==">https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==</a>
6145.2	Athletic Competition - <a href="https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==">https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==</a>
6164.2	Guidance/Counseling Services - <a href="https://simbli.eboardsolutions.com/SU/ftN6QdbSEZiHLzeBplus1Pf4A==">https://simbli.eboardsolutions.com/SU/ftN6QdbSEZiHLzeBplus1Pf4A==</a>
6164.2	Guidance/Counseling Services - <a href="https://simbli.eboardsolutions.com/SU/JWRTD1plusoNpGNplusbbgluFYg==">https://simbli.eboardsolutions.com/SU/JWRTD1plusoNpGNplusbbgluFYg==</a>
6164.5	Student Success Teams - <a href="https://simbli.eboardsolutions.com/SU/0YtcWHID24iyGtTxFzdKcg==">https://simbli.eboardsolutions.com/SU/0YtcWHID24iyGtTxFzdKcg==</a>
6164.5	Student Success Teams - <a href="https://simbli.eboardsolutions.com/SU/qjywY0tjpWa0M8DelWuH1w==">https://simbli.eboardsolutions.com/SU/qjywY0tjpWa0M8DelWuH1w==</a>
6171	Title I Programs - <a href="https://simbli.eboardsolutions.com/SU/ASTxBUsRO4MofC8jRBedlg==">https://simbli.eboardsolutions.com/SU/ASTxBUsRO4MofC8jRBedlg==</a>
6171	Title I Programs - <a href="https://simbli.eboardsolutions.com/SU/G2ztdlslshj8CCVoJCbSihWJA==">https://simbli.eboardsolutions.com/SU/G2ztdlslshj8CCVoJCbSihWJA==</a>
6173	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/Qeh3lrpwC9COINdEFpojBA==">https://simbli.eboardsolutions.com/SU/Qeh3lrpwC9COINdEFpojBA==</a>
6173	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/45j0dsdpluss9tdrkt9pFErFw==">https://simbli.eboardsolutions.com/SU/45j0dsdpluss9tdrkt9pFErFw==</a>
6173-E PDF(1)	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/QvGXdUmZplusfIBMoslshEBOJDslshw==">https://simbli.eboardsolutions.com/SU/QvGXdUmZplusfIBMoslshEBOJDslshw==</a>
6173-E PDF(2)	Education For Homeless Children - <a href="https://simbli.eboardsolutions.com/SU/NHkG5UyunB2vvrp2pYPBeQ==">https://simbli.eboardsolutions.com/SU/NHkG5UyunB2vvrp2pYPBeQ==</a>
6173.1	Education For Foster Youth - <a href="https://simbli.eboardsolutions.com/SU/Tbvm5PS1eB5wplus4vmoCkFZw==">https://simbli.eboardsolutions.com/SU/Tbvm5PS1eB5wplus4vmoCkFZw==</a>
6173.1	Education For Foster Youth - <a href="https://simbli.eboardsolutions.com/SU/qToUIdEvCYOLB7f7DQzbFQ==">https://simbli.eboardsolutions.com/SU/qToUIdEvCYOLB7f7DQzbFQ==</a>
6175	Migrant Education Program - <a href="https://simbli.eboardsolutions.com/SU/qtWYvj2EX8EDu56Nyk7keA==">https://simbli.eboardsolutions.com/SU/qtWYvj2EX8EDu56Nyk7keA==</a>
6175	Migrant Education Program - <a href="https://simbli.eboardsolutions.com/SU/puuZcTPZX0LFZAvsAqLslshMQ==">https://simbli.eboardsolutions.com/SU/puuZcTPZX0LFZAvsAqLslshMQ==</a>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section F: Board Policies, Second Reading

### **Second Reading and Adoption of BP 5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification (Fox/Nocero)**

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The BP 5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification have been updated based on recommendations by CSBA (California School Board Association). The new Language is Highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees approve and adopt the revised BP5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [BP 5145.6 ParentGuardian Notifications\(31 pgs\) .pdf](#)

[Exhibit \(PDF\) 5145.6-E PDF\(1\) ParentGuardian Notifications\(40 pgs\).pdf](#)

**Policy 5145.6: Parent/Guardian Notifications**

Status: ADOPTED

Original Adopted Date: 11/02/2011

The Board of Trustees desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. ~~recognizes that notifications are essential to effective communication between the school and the home. The Superintendent or designee shall send students and parents/guardians all notifications required by law, including notifications about their legal rights, and any other notifications he/she believes will promote parental understanding and involvement.~~

~~(cf. 5020 – Parent Rights and Responsibilities) (cf. 5022 – Student and Family Privacy Rights) (cf. 6020 – Parent Involvement)~~

Notice of rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981).

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgement of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982). ~~The Superintendent or designee shall ensure that notifications which must be sent at the beginning of each academic year include a request that the parent/guardian sign the notice and return it to the school. (Education Code 48981, 48982)~~

Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

When necessary, the district shall provide notifications to qualified individuals with disabilities in alternative formats, such as braille, large front, or audio recordings, to enable such individuals to effectively participate in any program, service, or activity, as required by law.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

~~Notifications to parents/guardians shall be written both in English and in the family's primary language when so required by law.~~ Whenever an employee learns that a student's parent/guardian is for any reason unable to understand the district's printed notifications, the principal or designee shall work with the parent/guardian to establish other appropriate means of communication.

(cf. 6174 - Education for English Language Learners)

**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**

Ed. Code 48929

**Description**

Transfer of student convicted of violent felony or misdemeanor

Ed. Code 48980

Parent/Guardian notifications

Ed. Code 48980.3

Notification of pesticide use

Ed. Code 48981

Time and means of notification

Ed. Code 48982

Parent signature acknowledging receipt of notice

Ed. Code 48983

Contents of notice

Ed. Code 48984

Activities prohibited unless notice given

Ed. Code 48985

Notices to parents in language other than English

Ed. Code 48986

Safe storage of firearms

Ed. Code 48987

Child abuse information

Ed. Code 49013

Use of uniform complaint procedures for complaints regarding student fees

Ed. Code 49063

Notification of parental rights

Ed. Code 49067

Student evaluation; student in danger of failing course

Ed. Code 49068

Transfer of permanent enrollment and scholarship record

Ed. Code 49069

Absolute right to access

Ed. Code 49070

Challenging content of student record

Ed. Code 49073

Release of directory information

Ed. Code 49073.6

Student records; social media

Ed. Code 49076

Access to student records

Ed. Code 49077

Access to information concerning a student in compliance with court order

Ed. Code 49392

Threats of homicide at school

Ed. Code 49403

Cooperation in control of communicable disease and immunizations

Ed. Code 49423

Administration of prescribed medication for student

Ed. Code 49451

Physical examinations; parent's refusal to consent

Ed. Code 49452.5

Screening for scoliosis

Ed. Code 49452.6

Type 1 diabetes informational materials

Ed. Code 49452.7

Information on type 2 diabetes

Ed. Code 49452.8

Oral health assessment

Ed. Code 49455.5

Eye examination for purpose of eyeglasses

Ed. Code 49456

Results of vision or hearing test

Ed. Code 49471-49472

Insurance

Ed. Code 49475

Student athletes; concussions and head injuries

Ed. Code 49476

Student athletes; opioid fact sheet

Ed. Code 49480

Continuing medication regimen for nonepisodic conditions

Ed. Code 49510-49520

Duffy-Moscone Family Nutrition Education and Services Act of 1970

Ed. Code 49557.5

Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account

Ed. Code 51225.1

Exemption from district graduation requirements

Ed. Code 51225.2

Course credits

Ed. Code 51225.3

High school graduation requirements

Ed. Code 51225.31

Graduation from high school; exemption for eligible students with special needs

Ed. Code 51225.8

Completion and submission of FAFSA and CADAA

Ed. Code 51229

Course of study for grades 7-12

Ed. Code 51513

Personal beliefs; privacy

Ed. Code 51749.5

Independent study

Ed. Code 51938

HIV/AIDS and sexual health instruction

Ed. Code 52062

Local control and accountability plans and the statewide system of support

Ed. Code 52164

Language census

Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56521.1	Behavioral intervention
Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress
Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8483	Before/after school program; enrollment priorities
Ed. Code 8489	Expulsion and suspension procedures in childcare and development services programs
Ed. Code 8489.1	Expulsion and suspension procedures in childcare and development services programs
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of school drinking water
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
H&S Code 1596.8555	Administration of child day care licensing; posting license
H&S Code 1596.857	Right to enter child care facility
H&S Code 1597.16	Licensed child care centers; lead testing
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration
W&I Code 10228	Child care providers; posting of rates, discounts, and scholarships
17 CCR 2950-2951	<a href="#">Hearing tests</a>
17 CCR 6000-6075	<a href="#">School attendance immunization requirements</a>
22 CCR 101218.1	<a href="#">Child care licensing; parent/guardian rights</a>
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results

Civ. Code 1798.29	<a href="#">District records; breach of security</a>
Ed. Code 17288	Building standards for university campuses
Ed. Code 17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners; parental consultation
Ed. Code 313.2	Long-term English learner; notification
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 33479.3	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
Ed. Code 35292.6	School maintenance
Ed. Code 37616	<a href="#">Consultation regarding year-round schedule</a>
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization and exclusion from attendance
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48412	Certificate of proficiency

Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
<b>Federal</b>	<b>Description</b>
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7704	Impact Aid; policies and procedures related to children residing on Indian lands
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 200.48	Teacher qualifications
34 CFR 222.94	Impact Aid; district responsibilities
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records; disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records; annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals
7 CFR 245.6a	Verification of eligibility for free and reduced-price meals
<b>Management Resources</b>	<b>Description</b>
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">U.S. Department of Agriculture, Food and Nutrition Service</a>

### Cross References

**Code**  
0410

**Description**  
Nondiscrimination In District Programs And Activities



0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges
3312	Contracts
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3517	Facilities Inspection
3517	Facilities Inspection
3543	Transportation Safety And Emergencies
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4219.21	Professional Standards
4219.21	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4319.21	Professional Standards
4319.21	Professional Standards
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy



5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5131.61	Drug Testing
5132	Dress And Grooming
5132	Dress And Grooming
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.8	Refusal To Harm Or Destroy Animals
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day

6117	Year-Round Schedules
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.8	Research
6162.8	Research
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.3	Education For Juvenile Court School Students
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9310	Board Policies

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 References	Description
17 CCR 2950-2951	Hearing tests -- <a href="https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeI NDw==">https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeI NDw==</a>
17 CCR 6000-6075	School attendance immunization requirements -- <a href="https://simbli.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax 1Q==">https://simbli.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax 1Q==</a>
22 CCR 101218.1	Child care licensing; parent/guardian rights -- <a href="https://simbli.eboardsolutions.com/SU/VEQ6dXCJt3negQoWI3H plusEA==">https://simbli.eboardsolutions.com/SU/VEQ6dXCJt3negQoWI3H plusEA==</a>
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results

Civ. Code 1798.29	District records; breach of security -- <a href="https://simbli.eboardsolutions.com/SU/LBkkDX8OIBFu9JplusO9hdW9w==">https://simbli.eboardsolutions.com/SU/LBkkDX8OIBFu9JplusO9hdW9w==</a>
Ed. Code 17288	Building standards for university campuses -- <a href="https://simbli.eboardsolutions.com/SU/gbcuOrA3fPPuYXdHu415LQ==">https://simbli.eboardsolutions.com/SU/gbcuOrA3fPPuYXdHu415LQ==</a>
Ed. Code 17612	Notification of pesticide use -- <a href="https://simbli.eboardsolutions.com/SU/H5tr2sllxUTvYokVNC15GA==">https://simbli.eboardsolutions.com/SU/H5tr2sllxUTvYokVNC15GA==</a>
Ed. Code 221.5	Equal opportunity -- <a href="https://simbli.eboardsolutions.com/SU/Lu2WCQkxslshJZj8CtR80BZWA==">https://simbli.eboardsolutions.com/SU/Lu2WCQkxslshJZj8CtR80BZWA==</a>
Ed. Code 231.5	Sexual harassment policy -- <a href="https://simbli.eboardsolutions.com/SU/xc4N8izB3LAIHeKeL3Jdg==">https://simbli.eboardsolutions.com/SU/xc4N8izB3LAIHeKeL3Jdg==</a>
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying -- <a href="https://simbli.eboardsolutions.com/SU/MRwsIWU5kFXiTOiSjZCnkA==">https://simbli.eboardsolutions.com/SU/MRwsIWU5kFXiTOiSjZCnkA==</a>
Ed. Code 234.7	Student protections relating to immigration and citizenship status -- <a href="https://simbli.eboardsolutions.com/SU/tYFq7Zw8Ckhuee1bkSS3cQ==">https://simbli.eboardsolutions.com/SU/tYFq7Zw8Ckhuee1bkSS3cQ==</a>
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies -- <a href="https://simbli.eboardsolutions.com/SU/pSBfAotE7m0LVngpKCM2vw==">https://simbli.eboardsolutions.com/SU/pSBfAotE7m0LVngpKCM2vw==</a>
Ed. Code 310	Language acquisition programs -- <a href="https://simbli.eboardsolutions.com/SU/dblZSwocKmh3eQUQ9VbOHQ==">https://simbli.eboardsolutions.com/SU/dblZSwocKmh3eQUQ9VbOHQ==</a>
Ed. Code 313	Reclassification of English learners; parental consultation -- <a href="https://simbli.eboardsolutions.com/SU/ooKplusHEjivr2kQeAg57bETA==">https://simbli.eboardsolutions.com/SU/ooKplusHEjivr2kQeAg57bETA==</a>
Ed. Code 313.2	Long-term English learner; notification -- <a href="https://simbli.eboardsolutions.com/SU/yUm1umUioA7FQNDs6iq22g==">https://simbli.eboardsolutions.com/SU/yUm1umUioA7FQNDs6iq22g==</a>
Ed. Code 32221.5	Insurance for athletic team members -- <a href="https://simbli.eboardsolutions.com/SU/f2slshovMTd9Y5evZ0OxaoWgg==">https://simbli.eboardsolutions.com/SU/f2slshovMTd9Y5evZ0OxaoWgg==</a>
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals -- <a href="https://simbli.eboardsolutions.com/SU/IQawFqMXDezYGjGrWeY6lw==">https://simbli.eboardsolutions.com/SU/IQawFqMXDezYGjGrWeY6lw==</a>
Ed. Code 32390	Voluntary program for fingerprinting students -- <a href="https://simbli.eboardsolutions.com/SU/yQOnjSsz133vk4IjWni18w==">https://simbli.eboardsolutions.com/SU/yQOnjSsz133vk4IjWni18w==</a>
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act -- <a href="https://simbli.eboardsolutions.com/SU/ALIQ3iERGX1NajjcmJDnaQ==">https://simbli.eboardsolutions.com/SU/ALIQ3iERGX1NajjcmJDnaQ==</a>
Ed. Code 33479.3	The Eric Paredes Sudden Cardiac Arrest Prevention Act -- <a href="https://simbli.eboardsolutions.com/SU/2SVBFhvw5zRpJAgFDIIFGA==">https://simbli.eboardsolutions.com/SU/2SVBFhvw5zRpJAgFDIIFGA==</a>
Ed. Code 35160.5	Extracurricular and cocurricular activities -- <a href="https://simbli.eboardsolutions.com/SU/T5wvD8YODaGaQmMjF">https://simbli.eboardsolutions.com/SU/T5wvD8YODaGaQmMjF</a>

Ed. Code 35178.4	<a href="https://simbli.eboardsolutions.com/SU/0pW0Zka0lmebmimY89hVMg==">Q7XplusQ==</a> Notice of accreditation status-- <a href="https://simbli.eboardsolutions.com/SU/0pW0Zka0lmebmimY89hVMg==">https://simbli.eboardsolutions.com/SU/0pW0Zka0lmebmimY89hVMg==</a>
Ed. Code 35182.5	Advertising in the classroom-- <a href="https://simbli.eboardsolutions.com/SU/b1Cx8OTDYoo5teAWpluSUIkoQ==">https://simbli.eboardsolutions.com/SU/b1Cx8OTDYoo5teAWpluSUIkoQ==</a>
Ed. Code 35183	School dress code; uniforms-- <a href="https://simbli.eboardsolutions.com/SU/xlbtfdOKOoWPrK64mIWYlw==">https://simbli.eboardsolutions.com/SU/xlbtfdOKOoWPrK64mIWYlw==</a>
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities-- <a href="https://simbli.eboardsolutions.com/SU/MDiv2vFqYgd1u6vWMYFnhA==">https://simbli.eboardsolutions.com/SU/MDiv2vFqYgd1u6vWMYFnhA==</a>
Ed. Code 35211	Driver training; district insurance, parent/guardian liability-- <a href="https://simbli.eboardsolutions.com/SU/ixYNkYEdzGRmkSh3s65J0g==">https://simbli.eboardsolutions.com/SU/ixYNkYEdzGRmkSh3s65J0g==</a>
Ed. Code 35256	School Accountability Report Card-- <a href="https://simbli.eboardsolutions.com/SU/cksIsh7slshLSGFmf4TUpIusHcm1yiw==">https://simbli.eboardsolutions.com/SU/cksIsh7slshLSGFmf4TUpIusHcm1yiw==</a>
Ed. Code 35258	School Accountability Report Card-- <a href="https://simbli.eboardsolutions.com/SU/XpBEzfkV16CA5mk0f4jdmw==">https://simbli.eboardsolutions.com/SU/XpBEzfkV16CA5mk0f4jdmw==</a>

Ed. Code 35291	Rules for student discipline-- <a href="https://simbli.eboardsolutions.com/SU/9APACQz6J0xxobjAYbTYaQ==">https://simbli.eboardsolutions.com/SU/9APACQz6J0xxobjAYbTYaQ==</a>
Ed. Code 35292.6	School maintenance
Ed. Code 37616	Consultation regarding year-round schedule-- <a href="https://simbli.eboardsolutions.com/SU/b8srVmtxJ9ILspkF1JrpluSGQ==">https://simbli.eboardsolutions.com/SU/b8srVmtxJ9ILspkF1JrpluSGQ==</a>
Ed. Code 39831.5	School bus rider rules and information-- <a href="https://simbli.eboardsolutions.com/SU/QnyslshLGAJplusWLFxwvWLN683A==">https://simbli.eboardsolutions.com/SU/QnyslshLGAJplusWLFxwvWLN683A==</a>
Ed. Code 440	English language proficiency assessment; instruction in English language development-- <a href="https://simbli.eboardsolutions.com/SU/LLA70T7CLVZvsBsou3Pm3Q==">https://simbli.eboardsolutions.com/SU/LLA70T7CLVZvsBsou3Pm3Q==</a>
Ed. Code 44050	Employee code of conduct; interaction with students-- <a href="https://simbli.eboardsolutions.com/SU/PNtpd4THa36YECTORI1Zplusg==">https://simbli.eboardsolutions.com/SU/PNtpd4THa36YECTORI1Zplusg==</a>
Ed. Code 44808.5	Permission to leave school grounds-- <a href="https://simbli.eboardsolutions.com/SU/kK2KgPC2IGVuNbplusnLSpusldQ==">https://simbli.eboardsolutions.com/SU/kK2KgPC2IGVuNbplusnLSpusldQ==</a>
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services-- <a href="https://simbli.eboardsolutions.com/SU/27EFMP4mEcC1185LfCifng==">https://simbli.eboardsolutions.com/SU/27EFMP4mEcC1185LfCifng==</a>
Ed. Code 46014	Regulations regarding absences for religious purposes-- <a href="https://simbli.eboardsolutions.com/SU/CplusHk97c4wXskPLblzHRQLQ==">https://simbli.eboardsolutions.com/SU/CplusHk97c4wXskPLblzHRQLQ==</a>
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice -- <a href="https://simbli.eboardsolutions.com/SU/769TKplusjA6VdzOgH8geDKcQ==">https://simbli.eboardsolutions.com/SU/769TKplusjA6VdzOgH8geDKcQ==</a>
Ed. Code 46600-46611	Interdistrict attendance
Ed. Code 48000	agreements-Minimum age of admission-- <a href="https://simbli.eboardsolutions.com/SU/dH9UJslshk5z8eiYxUplusL7HAslshg==">https://simbli.eboardsolutions.com/SU/dH9UJslshk5z8eiYxUplusL7HAslshg==</a>
Ed. Code 48070.5	Promotion and retention of students-- <a href="https://simbli.eboardsolutions.com/SU/jwlKnzujMffFJaHi3gEReQ==">https://simbli.eboardsolutions.com/SU/jwlKnzujMffFJaHi3gEReQ==</a>
Ed. Code 48204	Residency requirements-- <a href="https://simbli.eboardsolutions.com/SU/HqJj3DBOrZiITRB4slsh7hYFg==">https://simbli.eboardsolutions.com/SU/HqJj3DBOrZiITRB4slsh7hYFg==</a>
Ed. Code 48205	Absence for personal reasons-- <a href="https://simbli.eboardsolutions.com/SU/g54m51wGgW5HWX0taUIDKQ==">https://simbli.eboardsolutions.com/SU/g54m51wGgW5HWX0taUIDKQ==</a>
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions-- <a href="https://simbli.eboardsolutions.com/SU/IYYUZQCK5PABplusZ0438yZog==">https://simbli.eboardsolutions.com/SU/IYYUZQCK5PABplusZ0438yZog==</a>
Ed. Code 48207-48208	Students with temporary disabilities in hospitals-- <a href="https://simbli.eboardsolutions.com/SU/ijHokUwllld1plusApXuKG70nw==">https://simbli.eboardsolutions.com/SU/ijHokUwllld1plusApXuKG70nw==</a>
Ed. Code 48213	Prior notice of exclusion from attendance--

	<a href="https://simbli.eboardsolutions.com/SU/4izAygai328U4syy111f7g">https://simbli.eboardsolutions.com/SU/4izAygai328U4syy111f7g</a> <u>==</u>
Ed. Code 48216	Immunization and exclusion from attendance-- <a href="https://simbli.eboardsolutions.com/SU/SUBMqa6By4YiKjshir96Hjw">https://simbli.eboardsolutions.com/SU/SUBMqa6By4YiKjshir96Hjw</a> <u>==</u>
Ed. Code 48260.5	Notice regarding truancy-- <a href="https://simbli.eboardsolutions.com/SU/iAkpl8x3fk4LYslshY4Jr5ylA">https://simbli.eboardsolutions.com/SU/iAkpl8x3fk4LYslshY4Jr5ylA</a> <u>==</u>
Ed. Code 48262	Need for parent conference regarding truancy-- <a href="https://simbli.eboardsolutions.com/SU/Nb6lcINFSTRMpluscJpluSnRh4JQ">https://simbli.eboardsolutions.com/SU/Nb6lcINFSTRMpluscJpluSnRh4JQ</a> <u>==</u>
Ed. Code 48263	Referral to school attendance review board or probation department-- <a href="https://simbli.eboardsolutions.com/SU/slshilf0miArPhnlslsh25cF5TA">https://simbli.eboardsolutions.com/SU/slshilf0miArPhnlslsh25cF5TA</a> <u>==</u>
Ed. Code 48301	Interdistrict transfers-- <a href="https://simbli.eboardsolutions.com/SU/CddnVZpluspLAMQhUfavqQStQ">https://simbli.eboardsolutions.com/SU/CddnVZpluspLAMQhUfavqQStQ</a> <u>==</u>
Ed. Code 48412	Certificate of proficiency-- <a href="https://simbli.eboardsolutions.com/SU/FlxNsP3ltxen5OCOtj2cpQ">https://simbli.eboardsolutions.com/SU/FlxNsP3ltxen5OCOtj2cpQ</a> <u>==</u>
Ed. Code 48432.3	Voluntary enrollment in continuation education-- <a href="https://simbli.eboardsolutions.com/SU/lDXBevKjMSfyEJ4qlghywA">https://simbli.eboardsolutions.com/SU/lDXBevKjMSfyEJ4qlghywA</a> <u>==</u>
Ed. Code 48432.5	Involuntary transfers of students-- <a href="https://simbli.eboardsolutions.com/SU/4OyhsW73W4SUwhAXLr2wKq">https://simbli.eboardsolutions.com/SU/4OyhsW73W4SUwhAXLr2wKq</a> <u>==</u>

Ed. Code 48850-48859	Education of foster youth and homeless students -- <a href="https://simbli.eboardsolutions.com/SU/QU2SE6lz7doZOGCplusbtaEg==">https://simbli.eboardsolutions.com/SU/QU2SE6lz7doZOGCplusbtaEg==</a>
Ed. Code 48900.1	Parental attendance required after suspension -- <a href="https://simbli.eboardsolutions.com/SU/ppXZZ79dBxgZDozlrS8vwA==">https://simbli.eboardsolutions.com/SU/ppXZZ79dBxgZDozlrS8vwA==</a>
Ed. Code 48904	Liability of parent/guardian for willful student misconduct -- <a href="https://simbli.eboardsolutions.com/SU/HuoUShfesn0eJY8nP1JfrA==">https://simbli.eboardsolutions.com/SU/HuoUShfesn0eJY8nP1JfrA==</a>
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts -- <a href="https://simbli.eboardsolutions.com/SU/dt5KNUUnSLpER0iplusCa0bRIQ==">https://simbli.eboardsolutions.com/SU/dt5KNUUnSLpER0iplusCa0bRIQ==</a>
Ed. Code 48906	Notification of release of student to peace officer -- <a href="https://simbli.eboardsolutions.com/SU/3eI5NLF75M895DZVS38SGw==">https://simbli.eboardsolutions.com/SU/3eI5NLF75M895DZVS38SGw==</a>
Ed. Code 48911	Notification in case of suspension -- <a href="https://simbli.eboardsolutions.com/SU/eqBfn0loBt4MQ1HQDZpluskpw==">https://simbli.eboardsolutions.com/SU/eqBfn0loBt4MQ1HQDZpluskpw==</a>
Ed. Code 48911.1	Assignment to supervised suspension classroom -- <a href="https://simbli.eboardsolutions.com/SU/slshmqxQGx5lPc2p6slshhv7QWLw==">https://simbli.eboardsolutions.com/SU/slshmqxQGx5lPc2p6slshhv7QWLw==</a>
Ed. Code 48912	Closed sessions; consideration of suspension -- <a href="https://simbli.eboardsolutions.com/SU/IOLpMiSqCXkplus1ZCWJDmOw==">https://simbli.eboardsolutions.com/SU/IOLpMiSqCXkplus1ZCWJDmOw==</a>
Ed. Code 48915.1	Expelled students; enrollment in another district -- <a href="https://simbli.eboardsolutions.com/SU/J0f39lFK8wILDyKFR6lvrg==">https://simbli.eboardsolutions.com/SU/J0f39lFK8wILDyKFR6lvrg==</a>
Ed. Code 48916	Readmission procedures -- <a href="https://simbli.eboardsolutions.com/SU/Vw6zVv5mQHlxk9lykLjshDA==">https://simbli.eboardsolutions.com/SU/Vw6zVv5mQHlxk9lykLjshDA==</a>
Ed. Code 48918	Rules governing expulsion procedures -- <a href="https://simbli.eboardsolutions.com/SU/89M9d5hNME0ALE30O8bQMw==">https://simbli.eboardsolutions.com/SU/89M9d5hNME0ALE30O8bQMw==</a>
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor -- <a href="https://simbli.eboardsolutions.com/SU/ZovzfiBChwzwlGESVeslhAidA==">https://simbli.eboardsolutions.com/SU/ZovzfiBChwzwlGESVeslhAidA==</a>
Ed. Code 48980	Parent/Guardian notifications -- <a href="https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==">https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==</a>
Ed. Code 48980.3	Notification of pesticide use -- <a href="https://simbli.eboardsolutions.com/SU/f2aDJluYUlp8plusn4jFxDPA==">https://simbli.eboardsolutions.com/SU/f2aDJluYUlp8plusn4jFxDPA==</a>
Ed. Code 48981	Time and means of notification -- <a href="https://simbli.eboardsolutions.com/SU/iPy51oh0PgsGtlwUlaYzhFw==">https://simbli.eboardsolutions.com/SU/iPy51oh0PgsGtlwUlaYzhFw==</a>
Ed. Code 48982	Parent signature acknowledging receipt of notice -- <a href="https://simbli.eboardsolutions.com/SU/FkeUZjRYaldAgHU9ZrkMJA==">https://simbli.eboardsolutions.com/SU/FkeUZjRYaldAgHU9ZrkMJA==</a>
Ed. Code 48983	Contents of notice -- <a href="https://simbli.eboardsolutions.com/SU/5LMgDn4zaOdgNxFDrevWRA==">https://simbli.eboardsolutions.com/SU/5LMgDn4zaOdgNxFDrevWRA==</a>
Ed. Code 48984	Activities prohibited unless notice given -- <a href="https://simbli.eboardsolutions.com/SU/R6XEWUWkdj71WQSuNeiSXw==">https://simbli.eboardsolutions.com/SU/R6XEWUWkdj71WQSuNeiSXw==</a>
Ed. Code 48985	Notices to parents in language other than English --



	<a href="https://simbli.eboardsolutions.com/SU/LHS9yg0UBYa76W1Ayg ydnA==">https://simbli.eboardsolutions.com/SU/LHS9yg0UBYa76W1Ayg ydnA==</a>
Ed. Code 48986	Safe storage of
Ed. Code 48987	firearms Child-
	abuse information--
	<a href="https://simbli.eboardsolutions.com/SU/5Umc4hnfEiwGplusj12ym3 vxQ==">https://simbli.eboardsolutions.com/SU/5Umc4hnfEiwGplusj12ym3 vxQ==</a>
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees--
	<a href="https://simbli.eboardsolutions.com/SU/b2wadA023lL35ATlslsh nz6plusQ==">https://simbli.eboardsolutions.com/SU/b2wadA023lL35ATlslsh nz6plusQ==</a>
Ed. Code 49063	Notification of parental rights--
	<a href="https://simbli.eboardsolutions.com/SU/0314tGB6C2ECotJhoG HAg==">https://simbli.eboardsolutions.com/SU/0314tGB6C2ECotJhoG HAg==</a>
Ed. Code 49067	Student evaluation; student in danger of failing course--
	<a href="https://simbli.eboardsolutions.com/SU/4iKo6WFUxdplus0XplusV INDMVUg==">https://simbli.eboardsolutions.com/SU/4iKo6WFUxdplus0XplusV INDMVUg==</a>
Ed. Code 49068	Transfer of permanent enrollment and scholarship record--
	<a href="https://simbli.eboardsolutions.com/SU/kByPlslshWIM7HSt5TC9 PwqEA==">https://simbli.eboardsolutions.com/SU/kByPlslshWIM7HSt5TC9 PwqEA==</a>
Ed. Code 49069.7	Absolute right to access--
	<a href="https://simbli.eboardsolutions.com/SU/EHLmASPO6oOVNZwSe kvNtg==">https://simbli.eboardsolutions.com/SU/EHLmASPO6oOVNZwSe kvNtg==</a>

Ed. Code 49070	Challenging content of student record-- <a href="https://simbli.eboardsolutions.com/SU/7FoEgG7fDCBs04Akix6AKA==">https://simbli.eboardsolutions.com/SU/7FoEgG7fDCBs04Akix6AKA==</a>
Ed. Code 49073	Release of directory information-- <a href="https://simbli.eboardsolutions.com/SU/YMNtqKufIpsO3LRpEQNfpq==">https://simbli.eboardsolutions.com/SU/YMNtqKufIpsO3LRpEQNfpq==</a>
Ed. Code 49073.6	Student records; social media-- <a href="https://simbli.eboardsolutions.com/SU/36EG4B44SNa5VQbNzplusX68g==">https://simbli.eboardsolutions.com/SU/36EG4B44SNa5VQbNzplusX68g==</a>
Ed. Code 49076	Access to student records-- <a href="https://simbli.eboardsolutions.com/SU/Ezf6VFvgmORmoUCFnI Cslsh3w==">https://simbli.eboardsolutions.com/SU/Ezf6VFvgmORmoUCFnI Cslsh3w==</a>
Ed. Code 49077	Access to information concerning a student in compliance with court order-- <a href="https://simbli.eboardsolutions.com/SU/WfuS7dcrxWBJeqSxONyQw==">https://simbli.eboardsolutions.com/SU/WfuS7dcrxWBJeqSxONyQw==</a>
<del>Ed. Code 49392</del>	<del>Threats of homicide at school</del>
Ed. Code 49403	Cooperation in control of communicable disease and immunizations-- <a href="https://simbli.eboardsolutions.com/SU/OExPQ4Liy9FdPsXeLevxCw==">https://simbli.eboardsolutions.com/SU/OExPQ4Liy9FdPsXeLevxCw==</a>
Ed. Code 49423	Administration of prescribed medication for student-- <a href="https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWjZ oXA==">https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWjZ oXA==</a>
Ed. Code 49451	Physical examinations: parent's refusal to consent-- <a href="https://simbli.eboardsolutions.com/SU/NXatAVBLInO4gik7b3g5A==">https://simbli.eboardsolutions.com/SU/NXatAVBLInO4gik7b3g5A==</a>
Ed. Code 49452.5	Screening for scoliosis-- <a href="https://simbli.eboardsolutions.com/SU/sLRI2VWvgTjJiVnQf4gpgw==">https://simbli.eboardsolutions.com/SU/sLRI2VWvgTjJiVnQf4gpgw==</a>
<del>Ed. Code 49452.6</del>	<del>Type 1 diabetes informational materials</del>
Ed. Code 49452.7	Information on type 2 diabetes-- <a href="https://simbli.eboardsolutions.com/SU/Cavtla4IG3JmUJhefOimbA==">https://simbli.eboardsolutions.com/SU/Cavtla4IG3JmUJhefOimbA==</a>
Ed. Code 49452.8	Oral health assessment-- <a href="https://simbli.eboardsolutions.com/SU/3hPVTIPI3EnUgy244aqYrw==">https://simbli.eboardsolutions.com/SU/3hPVTIPI3EnUgy244aqYrw==</a>
<del>Ed. Code 49455.5</del>	<del>Eye examination for purpose of eyeglasses</del>
Ed. Code 49456	Results of vision or hearing test-- <a href="https://simbli.eboardsolutions.com/SU/Ygg6DuPeW0NMaXryOIHgsg==">https://simbli.eboardsolutions.com/SU/Ygg6DuPeW0NMaXryOIHgsg==</a>
Ed. Code 49471-49472	Insurance-- <a href="https://simbli.eboardsolutions.com/SU/ATmOVxHUgQmPhM764WS6hw==">https://simbli.eboardsolutions.com/SU/ATmOVxHUgQmPhM764WS6hw==</a>
Ed. Code 49475	Student athletes; concussions and head injuries-- <a href="https://simbli.eboardsolutions.com/SU/vGoX0uUK29rTTmRJ2IPUnQ==">https://simbli.eboardsolutions.com/SU/vGoX0uUK29rTTmRJ2IPUnQ==</a>
Ed. Code 49476	Student athletes; opioid fact sheet-- <a href="https://simbli.eboardsolutions.com/SU/N2L3SRwHWzI6wnrpvMo5Sg==">https://simbli.eboardsolutions.com/SU/N2L3SRwHWzI6wnrpvMo5Sg==</a>
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions-- <a href="https://simbli.eboardsolutions.com/SU/leJlhkM7InFbQS1Eb6ui7">https://simbli.eboardsolutions.com/SU/leJlhkM7InFbQS1Eb6ui7</a>

Ed. Code 49510-49520	<a href="https://simbli.eboardsolutions.com/SU/nO2tPwhV6R7VrwAO1CNrvw">A==</a> <del>Duffy-Moscone Family Nutrition Education and Services Act of 1970--</del> <a href="https://simbli.eboardsolutions.com/SU/nO2tPwhV6R7VrwAO1CNrvw">https://simbli.eboardsolutions.com/SU/nO2tPwhV6R7VrwAO1CNrvw==</a>
<del>Ed. Code 49557.5</del>	<del>Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account--</del> <a href="https://simbli.eboardsolutions.com/SU/66T7et3SyxZVSBKJkpbTcQ">https://simbli.eboardsolutions.com/SU/66T7et3SyxZVSBKJkpbTcQ==</a>
Ed. Code 51225.1	<del>Exemption from district graduation requirements--</del> <a href="https://simbli.eboardsolutions.com/SU/xyKslshnpThDAZpgPeZnsB3IA">https://simbli.eboardsolutions.com/SU/xyKslshnpThDAZpgPeZnsB3IA==</a>
Ed. Code 51225.2	<del>Course credits--</del> <a href="https://simbli.eboardsolutions.com/SU/MkGq9jkA3dpQO2NplusoDChaQ">https://simbli.eboardsolutions.com/SU/MkGq9jkA3dpQO2NplusoDChaQ==</a>
Ed. Code 51225.3	<del>High school graduation requirements--</del> <a href="https://simbli.eboardsolutions.com/SU/WNFAVVgiWv1wBeCknCeQnw">https://simbli.eboardsolutions.com/SU/WNFAVVgiWv1wBeCknCeQnw==</a>
<del>Ed. Code 51225.31</del> special needs	<del>Graduation from high school; exemption for eligible students with</del>
Ed. Code 51225.8	<del>Completion and submission of FAFSA and CADAA--</del> <a href="https://simbli.eboardsolutions.com/SU/S5YZ8MGTHbpluszllnHL3bDmA">https://simbli.eboardsolutions.com/SU/S5YZ8MGTHbpluszllnHL3bDmA==</a>

Ed. Code 51229	Course of study for grades 7-12-- <a href="https://simbli.eboardsolutions.com/SU/a5ykplusXw539omM6UhH8ESxQ==">https://simbli.eboardsolutions.com/SU/a5ykplusXw539omM6UhH8ESxQ==</a>
Ed. Code 51513	Personal beliefs; privacy-- <a href="https://simbli.eboardsolutions.com/SU/yeslshfEeHwG9yYR9UyjfdDIQ==">https://simbli.eboardsolutions.com/SU/yeslshfEeHwG9yYR9UyjfdDIQ==</a>
Ed. Code 51749.5	Independent study
Ed. Code 51938	HIV/AIDS and sexual health instruction-- <a href="https://simbli.eboardsolutions.com/SU/rdCvb9KeAJgKrneAgHciuQ==">https://simbli.eboardsolutions.com/SU/rdCvb9KeAJgKrneAgHciuQ==</a>
Ed. Code 52062	Local control and accountability plans and the statewide system of support
Ed. Code 52164	Language census-- <a href="https://simbli.eboardsolutions.com/SU/m7vpR7RmWjSpzSBPsOAPbw==">https://simbli.eboardsolutions.com/SU/m7vpR7RmWjSpzSBPsOAPbw==</a>
Ed. Code 52164.1	Census-taking methods; determination of primary language;- assessment of language skills-- <a href="https://simbli.eboardsolutions.com/SU/5hplusDOUoUufUD1bITZNqslsh3A==">https://simbli.eboardsolutions.com/SU/5hplusDOUoUufUD1bITZNqslsh3A==</a>
Ed. Code 52164.3	Reassessment of English learners; notification of results-- <a href="https://simbli.eboardsolutions.com/SU/ikHJePnhgRuGgM3gR1PboQ==">https://simbli.eboardsolutions.com/SU/ikHJePnhgRuGgM3gR1PboQ==</a>
Ed. Code 54444.2	Migrant education programs; parent involvement-- <a href="https://simbli.eboardsolutions.com/SU/djCr161Gq1C44RniQdB2ug==">https://simbli.eboardsolutions.com/SU/djCr161Gq1C44RniQdB2ug==</a>
Ed. Code 56301	Child-find system; policies regarding written notification rights-- <a href="https://simbli.eboardsolutions.com/SU/bUNLv1i7TDIuuALOVgpxlg==">https://simbli.eboardsolutions.com/SU/bUNLv1i7TDIuuALOVgpxlg==</a>
Ed. Code 56321	Special education: proposed assessment plan-- <a href="https://simbli.eboardsolutions.com/SU/1MLfR4TwJVhdNI1fplusif8gw==">https://simbli.eboardsolutions.com/SU/1MLfR4TwJVhdNI1fplusif8gw==</a>
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education-- <a href="https://simbli.eboardsolutions.com/SU/b3ivTthblekYwZQ2Jul9rW==">https://simbli.eboardsolutions.com/SU/b3ivTthblekYwZQ2Jul9rW==</a>
Ed. Code 56329	Written notice of right to findings; independent assessment-- <a href="https://simbli.eboardsolutions.com/SU/plusYGChpkFuS9GnZfb9RKHgw==">https://simbli.eboardsolutions.com/SU/plusYGChpkFuS9GnZfb9RKHgw==</a>
Ed. Code 56341.1	Development of individualized education program; right to audio-record meeting-- <a href="https://simbli.eboardsolutions.com/SU/tvqvXipPG3Wgz8p9YgOcaW==">https://simbli.eboardsolutions.com/SU/tvqvXipPG3Wgz8p9YgOcaW==</a>
Ed. Code 56341.5	Individualized education program team meetings-- <a href="https://simbli.eboardsolutions.com/SU/lwj4HhPnHzrDbyenrwOgUg==">https://simbli.eboardsolutions.com/SU/lwj4HhPnHzrDbyenrwOgUg==</a>
Ed. Code 56343.5	Individualized education program meetings-- <a href="https://simbli.eboardsolutions.com/SU/WIR4anhxOslshMsxd94hRnBCA==">https://simbli.eboardsolutions.com/SU/WIR4anhxOslshMsxd94hRnBCA==</a>
Ed. Code 56521.1	Behavioral intervention-- <a href="https://simbli.eboardsolutions.com/SU/Y9DO90rVJxXgEy9DfReNgw==">https://simbli.eboardsolutions.com/SU/Y9DO90rVJxXgEy9DfReNgw==</a>
Ed. Code 58501	Alternative schools; notice required prior to establishment-- <a href="https://simbli.eboardsolutions.com/SU/nvmMNL2AY1fAsDOWgPk2lw==">https://simbli.eboardsolutions.com/SU/nvmMNL2AY1fAsDOWgPk2lw==</a>

Ed. Code 60615	<del>Exemption from state assessment --</del> <a href="https://simbli.eboardsolutions.com/SU/RslshV8slshaOozHqigAH1KmRt5g==">https://simbli.eboardsolutions.com/SU/RslshV8slshaOozHqigAH1KmRt5g==</a>
Ed. Code 60641	<del>California Assessment of Student Performance and Progress --</del> <a href="https://simbli.eboardsolutions.com/SU/6TB4XaA9sW4INM7mFi352A==">https://simbli.eboardsolutions.com/SU/6TB4XaA9sW4INM7mFi352A==</a>
Ed. Code 69432.9	<del>Submission of grade point average to Cal Grant program --</del> <a href="https://simbli.eboardsolutions.com/SU/qt4qMG6UHjyKJg8nnwmRLQ==">https://simbli.eboardsolutions.com/SU/qt4qMG6UHjyKJg8nnwmRLQ==</a>
Ed. Code 8212	<del>Complaints related to preschool health and safety issues --</del> <a href="https://simbli.eboardsolutions.com/SU/MLLdtFmshd1Vgy4Gj0AebIq==">https://simbli.eboardsolutions.com/SU/MLLdtFmshd1Vgy4Gj0AebIq==</a>
Ed. Code 8483	<del>Before/after school program; enrollment priorities --</del> <a href="https://simbli.eboardsolutions.com/SU/mK0PEbplusgVTdEIHajPiR3IQ==">https://simbli.eboardsolutions.com/SU/mK0PEbplusgVTdEIHajPiR3IQ==</a>
<del>Ed. Code 8489 development services</del>	<del>Expulsion and suspension procedures in childcare and programs</del>
<del>Ed. Code 8489.1 development services</del>	<del>Expulsion and suspension procedures in childcare and programs</del>

H&S Code 104420	Tobacco use prevention -- <a href="https://simbli.eboardsolutions.com/SU/5QtcisLQ2vJZyHEEYrMn4g==">https://simbli.eboardsolutions.com/SU/5QtcisLQ2vJZyHEEYrMn4g==</a>
H&S Code 104855	Availability of topical fluoride treatment -- <a href="https://simbli.eboardsolutions.com/SU/7DGsz1ZPslshd1RF0PwrKb1fQ==">https://simbli.eboardsolutions.com/SU/7DGsz1ZPslshd1RF0PwrKb1fQ==</a>
H&S Code 116277	Lead testing of potable water at schools and requirements to remedy
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information -- <a href="https://simbli.eboardsolutions.com/SU/lp3fbcUW5yWRImpq77OUcg==">https://simbli.eboardsolutions.com/SU/lp3fbcUW5yWRImpq77OUcg==</a>
H&S Code 124100-124105	Health screening and immunizations -- <a href="https://simbli.eboardsolutions.com/SU/L9HOoCdNFf6OLmwKriEjiQ==">https://simbli.eboardsolutions.com/SU/L9HOoCdNFf6OLmwKriEjiQ==</a>
H&S Code 1596.8555	Administration of child day care licensing;
H&S Code 1596.857	posting license Right to enter child care facility -- <a href="https://simbli.eboardsolutions.com/SU/nBplusFimlD3uzJuHslshWPPk5Lw==">https://simbli.eboardsolutions.com/SU/nBplusFimlD3uzJuHslshWPPk5Lw==</a>
H&S Code 1597.16	Licensed child care centers; lead testing -- <a href="https://simbli.eboardsolutions.com/SU/sishtBCplus4OuK8efzNWlkFhn5g==">https://simbli.eboardsolutions.com/SU/sishtBCplus4OuK8efzNWlkFhn5g==</a>
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus -- <a href="https://simbli.eboardsolutions.com/SU/wF1N8fmmYdismT9slshzQWHgA==">https://simbli.eboardsolutions.com/SU/wF1N8fmmYdismT9slshzQWHgA==</a>
Pen. Code 627.5	Hearing request following denial or revocation of registration -- <a href="https://simbli.eboardsolutions.com/SU/l4nZLzI8OicC9GRC8xJ5AA==">https://simbli.eboardsolutions.com/SU/l4nZLzI8OicC9GRC8xJ5AA==</a>
W&I Code 10228	Child care providers; posting of rates, discounts, and scholarships

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7704 on Indian	Impact Aid; policies and procedures related to children residing lands
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 200.48	Teacher qualifications
34 CFR 222.94	Impact Aid; district responsibilities

<del>34 CFR 300.300</del>	<del>Parent consent for special education evaluation</del>
<del>34 CFR 300.322</del>	<del>Parent participation in IEP team meetings</del>
<del>34 CFR 300.502</del>	<del>Independent educational evaluation of student with disability</del>
<del>34 CFR 300.503</del>	<del>Prior written notice regarding identification, evaluation, or placement of student with disability</del>
<del>34 CFR 300.504</del>	<del>Procedural safeguards notice for students with disabilities</del>
<del>34 CFR 300.508</del>	<del>Due process complaint</del>
<del>34 CFR 300.530</del>	<del>Discipline procedures</del>
<del>34 CFR 99.30</del>	<del>Disclosure of personally identifiable information</del>

34- CFR- 99.34	Student records; disclosure to other educational agencies	District and County- Office of Education- Legal Services-- <a href="https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ">https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ</a>
34- CFR- 99.37	Disclosure of directory information	==
Website CFR- 99.7	Student records; annual notification	U.S. Department of Agriculture, Food and Nutrition Service-- <a href="https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ">https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ</a>
40- CFR- 763.8		==
4	Asbestos inspections, response actions and post-response actions	
40- CFR- 763.9	Cross-References	Description
3	Asbestos management plans	Nondiscrimination In District- Programs And Activities-- <a href="https://simbli.eboardsolutions.com/SU/zaaevHADPymJxTcexwR7xQ">https://simbli.eboardsolutions.com/SU/zaaevHADPymJxTcexwR7xQ</a>
42- USC- 1143		Comprehensive Safety Plan--
1- 1143		<a href="https://simbli.eboardsolutions.com/SU/pluss1ziLzSHzMIuQc7AmcJA">https://simbli.eboardsolutions.com/SU/pluss1ziLzSHzMIuQc7AmcJA</a>
5	McKinney-Vento Homeless Assistance Act	
42- USC- 1758		Comprehensive Safety Plan--
7- CFR- 245.5	Child nutrition programs	<a href="https://simbli.eboardsolutions.com/SU/UsIshb5Do2FeXFvy4V3cHZIjQ">https://simbli.eboardsolutions.com/SU/UsIshb5Do2FeXFvy4V3cHZIjQ</a>
7- CFR- 245.6	Eligibility criteria for free and reduced-price meals	Local Control And Accountability Plan-- <a href="https://simbli.eboardsolutions.com/SU/NnrYCypknzECvNyplusUjEMlg">https://simbli.eboardsolutions.com/SU/NnrYCypknzECvNyplusUjEMlg</a>
7- CFR- 245.6	Verification of eligibility for free and reduced-price meals	Local Control And Accountability Plan-- <a href="https://simbli.eboardsolutions.com/SU/AIr98I5kDdHZgSH2LipSIQ">https://simbli.eboardsolutions.com/SU/AIr98I5kDdHZgSH2LipSIQ</a>
Management- Base Resources- References	Description	School Accountability- Report Card-- <a href="https://simbli.eboardsolutions.com/SU/plusCoTslshs2yVLqAjnPvimYslshxQ">https://simbli.eboardsolutions.com/SU/plusCoTslshs2yVLqAjnPvimYslshxQ</a>
U.S. Department of Agriculture Publication	Services, FNS Instruction 113-1, 2005	Volunteer Assistance-- <a href="https://simbli.eboardsolutions.com/SU/kp10ULJnJknWNRSDI8npuQ">https://simbli.eboardsolutions.com/SU/kp10ULJnJknWNRSDI8npuQ</a>
1312.3 Website	C S B A	Volunteer Assistance-- <a href="https://simbli.eboardsolutions.com/SU/I3cFZ2Li2pEJplusYbdI7VgQANr">https://simbli.eboardsolutions.com/SU/I3cFZ2Li2pEJplusYbdI7VgQANr</a>
		Uniform Complaint- Procedures-- <a href="https://simbli.eboardsolutions.com/SU/Qd2Fk5cisEMdsc8iJ72WtA">https://simbli.eboardsolutions.com/SU/Qd2Fk5cisEMdsc8iJ72WtA</a>



1312.3	U	<a href="https://simbli.eboardsolution.com/SU/uHJnyhA32x2VTzoXoyk3sg==">SU/uHJnyhA32x2VTzoXoyk3sg==</a>
3260	n	Fees And Charges-- <a href="https://simbli.eboardsolution.com/SU/iOC2sMkhe7Q0lj7Bygs8Gw==">https://simbli.eboardsolution.com/SU/iOC2sMkhe7Q0lj7Bygs8Gw==</a>
3260	i	Fees And Charges-- <a href="https://simbli.eboardsolution.com/SU/OTnonnFCerdQrz37slshfQUmA==">https://simbli.eboardsolution.com/SU/OTnonnFCerdQrz37slshfQUmA==</a>
3312	f	Contracts-- <a href="https://simbli.eboardsolution.com/SU/77fKeo2bwbbNhhKS0i7M1xQ==">https://simbli.eboardsolution.com/SU/77fKeo2bwbbNhhKS0i7M1xQ==</a>
3513.3	e	Tobacco-Free Schools-- <a href="https://simbli.eboardsolution.com/SU/X9aOZftu2fUw7CslshsDVWWWvQ==">https://simbli.eboardsolution.com/SU/X9aOZftu2fUw7CslshsDVWWWvQ==</a>
3513.3	r	Tobacco-Free Schools-- <a href="https://simbli.eboardsolution.com/SU/8FvxxDGsLUtUSiZDbXrf8w==">https://simbli.eboardsolution.com/SU/8FvxxDGsLUtUSiZDbXrf8w==</a>
3514	m	Environmental Safety-- <a href="https://simbli.eboardsolution.com/SU/nTYuxnLzFCCKy3ltwOFg1g==">https://simbli.eboardsolution.com/SU/nTYuxnLzFCCKy3ltwOFg1g==</a>
3514	e	Environmental Safety-- <a href="https://simbli.eboardsolution.com/SU/G4YMRlwzayT8Nq2JWpUUMw==">https://simbli.eboardsolution.com/SU/G4YMRlwzayT8Nq2JWpUUMw==</a>
3514.2	s	Integrated Pest Management-- <a href="https://simbli.eboardsolution.com/SU/oLYGOqKrZqIXslshNT4wePo9Q==">https://simbli.eboardsolution.com/SU/oLYGOqKrZqIXslshNT4wePo9Q==</a>
3515.5	i	Sex Offender Notification-- <a href="https://simbli.eboardsolution.com/SU/slshbjVROITGwlk0Jv0frjOMg==">https://simbli.eboardsolution.com/SU/slshbjVROITGwlk0Jv0frjOMg==</a>
3517	t	Facilities Inspection-- <a href="https://simbli.eboardsolution.com/SU/Qu70Sx9VRjkhFVwyAqTbBA==">https://simbli.eboardsolution.com/SU/Qu70Sx9VRjkhFVwyAqTbBA==</a>
3543	i	Transportation Safety And Emergencies-- <a href="https://simbli.eboardsolution.com/SU/KmbwxaJX13dmZpigQiJYQ==">https://simbli.eboardsolution.com/SU/KmbwxaJX13dmZpigQiJYQ==</a>
3550	e	Food Service/Child Nutrition Program-- <a href="https://simbli.eboardsolution.com/SU/b6G0uosrx96elqj3b9YJSQ==">https://simbli.eboardsolution.com/SU/b6G0uosrx96elqj3b9YJSQ==</a>
3550	p	Food Service/Child Nutrition Program-- <a href="https://simbli.eboardsolution.com/SU/KJUfTwfJdLC8ohxNnQlreA==">https://simbli.eboardsolution.com/SU/KJUfTwfJdLC8ohxNnQlreA==</a>
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3551	F	<a href="https://simbli.eboardsolution.com/SU/KD8slshu5zvy/slsh1DPKlthhEu6w==">tions.com/SU/KD8slshu5zvy/slsh1DPKlthhEu6w==</a>
3551	o	
3551	d	Food Service- Operations/Cafeteria Fund-- <a href="https://simbli.eboardsolution.com/SU/9W9G2IQKyIAHw4stozGwWw==">https://simbli.eboardsolution.com/SU/9W9G2IQKyIAHw4stozGwWw==</a>
3553	S	
3553	e	
3553	r	
3553	v	Free And Reduced Price- Meals-- <a href="https://simbli.eboardsolution.com/SU/wplus0XoSBZy56Lzave8Wof1g==">https://simbli.eboardsolution.com/SU/wplus0XoSBZy56Lzave8Wof1g==</a>
3553	i	
3553	e	
3553	o	Free And Reduced Price- Meals-- <a href="https://simbli.eboardsolution.com/SU/q5rOslsh15fMRgkH2qFv2zi8A==">https://simbli.eboardsolution.com/SU/q5rOslsh15fMRgkH2qFv2zi8A==</a>
3553	p	
3553	e	
3553	r	
3553	a	
3553	t	
3553	i	Nutrition Program- Compliance-- <a href="https://simbli.eboardsolution.com/SU/R7NDX5QMNLKA00EI7ubpSA==">https://simbli.eboardsolution.com/SU/R7NDX5QMNLKA00EI7ubpSA==</a>
3553	e	
3553	n	
3553	s	
3553	/	
3553	o	
3580	a	District Records-- <a href="https://simbli.eboardsolution.com/SU/3Sr0Z1kFiUFvRU DuJPyTfA==">https://simbli.eboardsolution.com/SU/3Sr0Z1kFiUFvRU DuJPyTfA==</a>
3580	f	
3580	e	
3580	t	
3580	e	District Records-- <a href="https://simbli.eboardsolution.com/SU/jiv0bRi6kUvimnFidgbNNg==">https://simbli.eboardsolution.com/SU/jiv0bRi6kUvimnFidgbNNg==</a>
3580	r	
3580	i	
3580	a	
4112.2	F	Certification-- <a href="https://simbli.eboardsolution.com/SU/ylwxslshSIQJkZY NpGvWplusEHMw==">https://simbli.eboardsolution.com/SU/ylwxslshSIQJkZY NpGvWplusEHMw==</a>
4112.2	u	
4112.2	n	
4112.2	d	
4112.2	-	Certification-- <a href="https://simbli.eboardsolution.com/SU/HLmKwf42QLvDLfETxPCrdQ==">https://simbli.eboardsolution.com/SU/HLmKwf42QLvDLfETxPCrdQ==</a>
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	<a href="#">T W x e g K x A = = P r o f e s s i o n a t</a>	<a href="#">.com/SU/LNslshp3kr7MHIG yWMunCusHw==</a>
5000		Concepts And Roles-- <a href="https://simbli.eboardsolution.com/SU/aG5KMCxrM1EMQiM0VZ8qMg==">https://simbli.eboardsolution.com/SU/aG5KMCxrM1EMQiM0VZ8qMg==</a>
5020		Parent Rights And Responsibilities-- <a href="https://simbli.eboardsolution.com/SU/RPy1SvzkVn6opmfYi5MFhA==">https://simbli.eboardsolution.com/SU/RPy1SvzkVn6opmfYi5MFhA==</a>
4319.21-E PDF(1)		
5020		Parent Rights And Responsibilities-- <a href="https://simbli.eboardsolution.com/SU/ktKLQyzkZosishOXaJuNFxwFA==">https://simbli.eboardsolution.com/SU/ktKLQyzkZosishOXaJuNFxwFA==</a>
5022		Student And Family Privacy Rights-- <a href="https://simbli.eboardsolution.com/SU/MLcvoQiddplusislsheRDOs4WexQ==">https://simbli.eboardsolution.com/SU/MLcvoQiddplusislsheRDOs4WexQ==</a>
5022	<a href="#">S t a n d a r d s</a>	Student And Family Privacy Rights-- <a href="https://simbli.eboardsolution.com/SU/in0VCHryU0twSrUEwhrDbA==">https://simbli.eboardsolution.com/SU/in0VCHryU0twSrUEwhrDbA==</a>
5030		Student Wellness-- <a href="https://simbli.eboardsolution.com/SU/0Xed44hmiNULwWVCar1YA==">https://simbli.eboardsolution.com/SU/0Xed44hmiNULwWVCar1YA==</a>
5030	<a href="#">-</a>	Student Wellness-- <a href="https://simbli.eboardsolution.com/SU/cvNTzJrR1UrqGEfvrHGCTg==">https://simbli.eboardsolution.com/SU/cvNTzJrR1UrqGEfvrHGCTg==</a>
5111	<a href="#">h t t p s : / s i m b l i . e b o a r d s o l u t i o n . c o m</a>	Admission-- <a href="https://simbli.eboardsolution.com/SU/28rp7YIloz5hOpRpkGQtzg==">https://simbli.eboardsolution.com/SU/28rp7YIloz5hOpRpkGQtzg==</a>
5111		Admission-- <a href="https://simbli.eboardsolution.com/SU/ffSI6Z0pBQ8TaNvLUb8vDA==">https://simbli.eboardsolution.com/SU/ffSI6Z0pBQ8TaNvLUb8vDA==</a>
5111.1		District Residency-- <a href="https://simbli.eboardsolution.com/SU/wXiWpCvkdtx7PKoOlkuQ9w==">https://simbli.eboardsolution.com/SU/wXiWpCvkdtx7PKoOlkuQ9w==</a>
5111.1		District Residency-- <a href="https://simbli.eboardsolution.com/SU/n6Vc66BQf3a3I3dp1eCDbA==">https://simbli.eboardsolution.com/SU/n6Vc66BQf3a3I3dp1eCDbA==</a>
5112.2		Exclusions From Attendance-- <a href="https://simbli.eboardsolution.com/SU/sU8C7BcZplusEWplusKcD1WpJ4yA==">https://simbli.eboardsolution.com/SU/sU8C7BcZplusEWplusKcD1WpJ4yA==</a>
5112.5		Open/Closed Campus-- <a href="https://simbli.eboardsolution.com/SU/4HY2Xcqd8fI2lk">https://simbli.eboardsolution.com/SU/4HY2Xcqd8fI2lk</a>

5113	B H 4 y 6 M w =	<a href="https://simbli.eboardsolutions.com/SU/DOumx7Tlh7jCbL0LqiAZbw==">m/SU/DOumx7Tlh7jCbL0LqiAZbw==</a> Absences And Excuses-- <a href="https://simbli.eboardsolutions.com/SU/zgNCPkikEE5TS8anvdm0JA==">https://simbli.eboardsolutions.com/SU/zgNCPkikEE5TS8anvdm0JA==</a>
5116.1	=	Intradistrict Open Enrollment-- <a href="https://simbli.eboardsolutions.com/SU/7pluszzN3QxCHzr0zbrG6AGw==">https://simbli.eboardsolutions.com/SU/7pluszzN3QxCHzr0zbrG6AGw==</a>
5113	A b s e n c e s	Intradistrict Open Enrollment-- <a href="https://simbli.eboardsolutions.com/SU/arY8Pfs6ddEslshOG1XpEEJtA==">https://simbli.eboardsolutions.com/SU/arY8Pfs6ddEslshOG1XpEEJtA==</a>
5116.1	e n r o l l m e n t	Involuntary Student Transfers-- <a href="https://simbli.eboardsolutions.com/SU/ZkldCE5vRXbwkqWfWB5ZPQ==">https://simbli.eboardsolutions.com/SU/ZkldCE5vRXbwkqWfWB5ZPQ==</a>
5116.2	A n d	Interdistrict Attendance-- <a href="https://simbli.eboardsolutions.com/SU/15tT33k2Ii72ivTQMjRMeQ==">https://simbli.eboardsolutions.com/SU/15tT33k2Ii72ivTQMjRMeQ==</a>
5117	E x c u s e s	Interdistrict Attendance-- <a href="https://simbli.eboardsolutions.com/SU/Qmft9b7rX8y8AtpZg2sj1w==">https://simbli.eboardsolutions.com/SU/Qmft9b7rX8y8AtpZg2sj1w==</a>
5117	-	Promotion/Acceleration/Retention-- <a href="https://simbli.eboardsolutions.com/SU/tFK0TXFhdRiRXqCfEiYclg==">https://simbli.eboardsolutions.com/SU/tFK0TXFhdRiRXqCfEiYclg==</a>
5123	P r o m o t i o n /	Promotion/Acceleration/Retention-- <a href="https://simbli.eboardsolutions.com/SU/YdxDUB1RslshHpluNIKdR2y3dJw==">https://simbli.eboardsolutions.com/SU/YdxDUB1RslshHpluNIKdR2y3dJw==</a>
5123	A c c e l e r a t i o n /	Student Records-- <a href="https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==">https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==</a>
5125	S t u d e n t	Student Records-- <a href="https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCf1q8Qg==">https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCf1q8Qg==</a>
5125	R e c o r d s	Release Of Directory Information-- <a href="https://simbli.eboardsolutions.com/SU/zAI1xBsgHbXPQvo9RLplusytw==">https://simbli.eboardsolutions.com/SU/zAI1xBsgHbXPQvo9RLplusytw==</a>
5125.1	I n f o r m a t i o n	Release Of Directory Information-- <a href="https://simbli.eboardsolutions.com/SU/Gf3oRRV1mbu5KeJZa8dAfw==">https://simbli.eboardsolutions.com/SU/Gf3oRRV1mbu5KeJZa8dAfw==</a>
5125.1	R e l e a s e	Release Of Directory Information--
5125.1-E PDF(1)		Release Of Directory Information--



- 5125.3 ~~Challenging Student Records --~~  
[https://simbli.eboardsolutions.com/SU/yHgcNplusk9WkhT7dPxTu  
bt5w==](https://simbli.eboardsolutions.com/SU/yHgcNplusk9WkhT7dPxTu<br/>bt5w==)
- 5132 ~~Dress And Grooming --~~  
[https://simbli.eboardsolutions.com/SU/pOUx20dOKdnWYG6zWg  
Sbig==](https://simbli.eboardsolutions.com/SU/pOUx20dOKdnWYG6zWg<br/>Sbig==)
- 5132 ~~Dress And Grooming --~~  
[https://simbli.eboardsolutions.com/SU/fmRFHNpkV2pJfkfpvnYOf  
Q==](https://simbli.eboardsolutions.com/SU/fmRFHNpkV2pJfkfpvnYOf<br/>Q==)
- 5141.21 ~~Administering Medication And Monitoring Health Conditions --~~  
[https://simbli.eboardsolutions.com/SU/Qc24W/pCiijePuSeyVERg  
Q==](https://simbli.eboardsolutions.com/SU/Qc24W/pCiijePuSeyVERg<br/>Q==)
- 5141.21 ~~Administering Medication And Monitoring Health Conditions --~~  
[https://simbli.eboardsolutions.com/SU/XyICKlIKFTFVJ1mdaLedW  
Q==](https://simbli.eboardsolutions.com/SU/XyICKlIKFTFVJ1mdaLedW<br/>Q==)
- 5141.3 ~~Health Examinations --~~  
[https://simbli.eboardsolutions.com/SU/8dW647gZoOezLbslshplus  
hAES7Q==](https://simbli.eboardsolutions.com/SU/8dW647gZoOezLbslshplus<br/>hAES7Q==)
- 5141.3 ~~Health Examinations --~~  
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eg==](https://simbli.eboardsolutions.com/SU/QsAD0i11LCOPhZ0S9eIA<br/>eg==)
- 5141.31 ~~Immunizations --~~  
[https://simbli.eboardsolutions.com/SU/v0HDi0KXxbfoxP8711PMT  
A==](https://simbli.eboardsolutions.com/SU/v0HDi0KXxbfoxP8711PMT<br/>A==)
- 5141.31 ~~Immunizations --~~  
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8A==](https://simbli.eboardsolutions.com/SU/hhQaTwOID8zxJggQx6M2<br/>8A==)
- 5141.32 ~~Health Screening For School Entry --~~  
[https://simbli.eboardsolutions.com/SU/RFuFIHOTHfzplusJAlpn6J  
slshAA==](https://simbli.eboardsolutions.com/SU/RFuFIHOTHfzplusJAlpn6J<br/>slshAA==)
- 5141.6 ~~School Health Services --~~  
[https://simbli.eboardsolutions.com/SU/3synTVDr2slshtEXNr8U3u  
9SQ==](https://simbli.eboardsolutions.com/SU/3synTVDr2slshtEXNr8U3u<br/>9SQ==)
- 5141.6 ~~School Health Services --~~  
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Q==](https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJE<br/>Q==)
- 5142.1 ~~Identification And Reporting Of Missing Children --~~  
[https://simbli.eboardsolutions.com/SU/rjmN6T593mq5q8HFuaJL  
GQ==](https://simbli.eboardsolutions.com/SU/rjmN6T593mq5q8HFuaJL<br/>GQ==)
- 5143 ~~Insurance --~~  
[https://simbli.eboardsolutions.com/SU/chGiudWciEt8DP0mHg3tq  
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- 5143 ~~Insurance --~~  
[https://simbli.eboardsolutions.com/SU/0EvtPZZ6DAA9EQRez0pl  
usJbw==](https://simbli.eboardsolutions.com/SU/0EvtPZZ6DAA9EQRez0pl<br/>usJbw==)
- 5144 ~~Discipline --~~  
[https://simbli.eboardsolutions.com/SU/AQqhNX6iBzioA0CkVsKU  
hw==](https://simbli.eboardsolutions.com/SU/AQqhNX6iBzioA0CkVsKU<br/>hw==)
- 5144 ~~Discipline --~~  
[https://simbli.eboardsolutions.com/SU/UjKV05ev6b5fjXT5vIDMuQ  
==](https://simbli.eboardsolutions.com/SU/UjKV05ev6b5fjXT5vIDMuQ<br/>==)
- 5144.1 ~~Suspension And Expulsion/Due Process --~~  
[https://simbli.eboardsolutions.com/SU/zmkCpD0bMpLtbSigldDL3  
g==](https://simbli.eboardsolutions.com/SU/zmkCpD0bMpLtbSigldDL3<br/>g==)

5144.1	Suspension And Expulsion/Due Process -- <a href="https://simbli.eboardsolutions.com/SU/Pg787h0ddgEXR9TLfg3YxW==">https://simbli.eboardsolutions.com/SU/Pg787h0ddgEXR9TLfg3YxW==</a>
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)-- <a href="https://simbli.eboardsolutions.com/SU/n5USXUk1D5QEPZdFGaNxiw==">https://simbli.eboardsolutions.com/SU/n5USXUk1D5QEPZdFGaNxiw==</a>
5145.12	Search And Seizure -- <a href="https://simbli.eboardsolutions.com/SU/tC03dj7gH4qahbTkaxeBOQ==">https://simbli.eboardsolutions.com/SU/tC03dj7gH4qahbTkaxeBOQ==</a>
5145.12	Search And Seizure -- <a href="https://simbli.eboardsolutions.com/SU/Xplusv2slshX9uZM86bxeXTfPHxg==">https://simbli.eboardsolutions.com/SU/Xplusv2slshX9uZM86bxeXTfPHxg==</a>
5145.3	Nondiscrimination/Harassment -- <a href="https://simbli.eboardsolutions.com/SU/IBslshXJfnmFplusnplusTxfY1slplA==">https://simbli.eboardsolutions.com/SU/IBslshXJfnmFplusnplusTxfY1slplA==</a>
5145.3	Nondiscrimination/Harassment -- <a href="https://simbli.eboardsolutions.com/SU/n8tdEh2i1plusYj1zB1fMwgeW==">https://simbli.eboardsolutions.com/SU/n8tdEh2i1plusYj1zB1fMwgeW==</a>
5145.7	Sexual Harassment -- <a href="https://simbli.eboardsolutions.com/SU/L180hpluslp3Lax8sieKJEcQ==">https://simbli.eboardsolutions.com/SU/L180hpluslp3Lax8sieKJEcQ==</a>
5145.7	Sexual Harassment -- <a href="https://simbli.eboardsolutions.com/SU/6YQShaMkFc1zVdjj6e0wSg==">https://simbli.eboardsolutions.com/SU/6YQShaMkFc1zVdjj6e0wSg==</a>
5145.8	Refusal To Harm Or Destroy Animals -- <a href="https://simbli.eboardsolutions.com/SU/slshVJMBMRkbslsh3hnb8nALhOJg==">https://simbli.eboardsolutions.com/SU/slshVJMBMRkbslsh3hnb8nALhOJg==</a>
5146	Married/Pregnant/Parenting Students -- <a href="https://simbli.eboardsolutions.com/SU/YcO9b7ZPSY0gplusn5nnlFFqw==">https://simbli.eboardsolutions.com/SU/YcO9b7ZPSY0gplusn5nnlFFqw==</a>
5146	Married/Pregnant/Parenting Students -- <a href="https://simbli.eboardsolutions.com/SU/eGC8MxMtiPp2gFD66nJdUg==">https://simbli.eboardsolutions.com/SU/eGC8MxMtiPp2gFD66nJdUg==</a>
5148.2	Before/After School Programs -- <a href="https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjIvPQagA7HQ==">https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjIvPQagA7HQ==</a>
5148.2	Before/After School Programs -- <a href="https://simbli.eboardsolutions.com/SU/CWuBD6HJFDAnI0ySe3NWA==">https://simbli.eboardsolutions.com/SU/CWuBD6HJFDAnI0ySe3NWA==</a>
5148.3	Preschool/Early Childhood Education -- <a href="https://simbli.eboardsolutions.com/SU/Aj67dJ0qYtZYkaoMipmGWA==">https://simbli.eboardsolutions.com/SU/Aj67dJ0qYtZYkaoMipmGWA==</a>
5148.3	Preschool/Early Childhood Education -- <a href="https://simbli.eboardsolutions.com/SU/MkplusjTi8sBIVOXDmzplusstNA==">https://simbli.eboardsolutions.com/SU/MkplusjTi8sBIVOXDmzplusstNA==</a>
6020	Parent Involvement -- <a href="https://simbli.eboardsolutions.com/SU/tjYDorHUEyBtfrRfcGgWUg==">https://simbli.eboardsolutions.com/SU/tjYDorHUEyBtfrRfcGgWUg==</a>
6020	Parent Involvement -- <a href="https://simbli.eboardsolutions.com/SU/NoplusUuplusjJllrvwe3k7G6HZQ==">https://simbli.eboardsolutions.com/SU/NoplusUuplusjJllrvwe3k7G6HZQ==</a>
6111	School Calendar -- <a href="https://simbli.eboardsolutions.com/SU/DyNVuZOLOe3unonrXSxpluQQ==">https://simbli.eboardsolutions.com/SU/DyNVuZOLOe3unonrXSxpluQQ==</a>

- 6112 School Day--  
<https://simbli.eboardsolutions.com/SU/e3mV0EDgfgQ7Rplusr63Xa07A==>
- 6112 School Day--  
<https://simbli.eboardsolutions.com/SU/bVn53plus5QKqlwa2DBOdkBnQ==>
- 6142.1 Sexual Health And HIV/AIDS Prevention Instruction--  
<https://simbli.eboardsolutions.com/SU/VN4Ee2Zw67m5FR3EjcefZg==>
- 6142.1 Sexual Health And HIV/AIDS Prevention Instruction--  
<https://simbli.eboardsolutions.com/SU/HMVPgz0baGrS3DLXuxnl1A==>
- 6143 Courses Of Study--  
<https://simbli.eboardsolutions.com/SU/p2ENGRvMbhcDAPAS7NrAiQ==>
- 6143 Courses Of Study--  
<https://simbli.eboardsolutions.com/SU/UVn45WDQsT9780pbOsiFdA==>
- 6145.2 Athletic Competition--  
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==>
- 6145.2 Athletic Competition--  
<https://simbli.eboardsolutions.com/SU/736Z8vHbVVvzI8yKuc7uMg==>
- 6154 Homework/Makeup Work--  
<https://simbli.eboardsolutions.com/SU/UUQTddQ9chk0iTJrebBVSg==>
- 6154 Homework/Makeup Work--  
<https://simbli.eboardsolutions.com/SU/lvy3RoSW19Pf5d4BYW1E1Q==>
- 6158 Independent Study--  
<https://simbli.eboardsolutions.com/SU/sOdZVgfZYS89Jf92plusEdNcg==>
- 6158 Independent Study--  
<https://simbli.eboardsolutions.com/SU/px0avidl6Z7KVnFpplusRWSvA==>
- 6159 Individualized Education Program--  
<https://simbli.eboardsolutions.com/SU/xzRFggGjr1thlcoortr6EA==>
- 6159 Individualized Education Program--  
<https://simbli.eboardsolutions.com/SU/S532zqIHpCtwygnnRYChiQ==>
- 6159.1 Procedural Safeguards And Complaints For Special Education--  
<https://simbli.eboardsolutions.com/SU/uJcsplusgl9i79TEwVYjnrxXA==>
- 6159.1 Procedural Safeguards And Complaints For Special Education--  
<https://simbli.eboardsolutions.com/SU/elfCfC8LfAiGplusdiXLM1tzW==>
- 6159.4 Behavioral Interventions For Special Education Students--  
<https://simbli.eboardsolutions.com/SU/2i46x0XNYxDsgouM3AgasIshg==>
- 6162.8 Research--  
<https://simbli.eboardsolutions.com/SU/PWrmGtdRdDdyZP9xgRutEQ==>
- 6162.8 Research--  
<https://simbli.eboardsolutions.com/SU/7VJUTiDJ0fRj9pxImMnTjA==>



- 6164.2 Guidance/Counseling Services--  
<https://simbli.eboardsolutions.com/SU/ftN6QdbSEZiHLzeBplus1P4A==>
- 6164.2 Guidance/Counseling Services--  
<https://simbli.eboardsolutions.com/SU/JWRtd1pluseNpGNplusbglisuFYg==>
- 6164.4 Identification And Evaluation Of Individuals For Special Education--  
<https://simbli.eboardsolutions.com/SU/3XYnOnplusKaAwFwoFOij1xUA==>
- 6164.4 Identification And Evaluation Of Individuals For Special Education--  
<https://simbli.eboardsolutions.com/SU/sqf5R9wslshJDPaENYXGZfvLg==>
- 6164.6 Identification And Education Under Section 504--  
<https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxIVJF6oGxfwQ==>
- 6164.6 Identification And Education Under Section 504--  
<https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WY0RrMkSTgQ==>
- 6170.1 Transitional Kindergarten--  
<https://simbli.eboardsolutions.com/SU/G2QQlpRTuKy2Flagku4IRQ==>
- 6173 Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/Qeh3IrpwC9COINdEFpojBA==>
- 6173 Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/45j0dsdpluss9tdrkt9pFErFW==>
- 6173-E PDF(1) Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/QvGXdUmZplusfBMoslsheBOJDslshw==>
- 6173-E PDF(2) Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/NHkG5UyunB2vvrp2pYPBeQ==>
- 6173.1 Education For Foster Youth--  
<https://simbli.eboardsolutions.com/SU/Tbvm5PS1eB5wplus4vmoCkFZw==>
- 6173.1 Education For Foster Youth--  
<https://simbli.eboardsolutions.com/SU/gToUIdEvCYOLB7f7DQzbfQ==>
- 6175 Migrant Education Program--  
<https://simbli.eboardsolutions.com/SU/qtWYvj2EX8EDu56Nyk7keA==>
- 6175 Migrant Education Program--  
<https://simbli.eboardsolutions.com/SU/puuZcTPZX0LFZAvsAgLslshmQ==>
- 6183 Home And Hospital Instruction--  
<https://simbli.eboardsolutions.com/SU/b4e00HtlhUjYWKswRk0f6Q==>
- 9310 Board Policies--  
<https://simbli.eboardsolutions.com/SU/11VAERiGO2BcJFWdUBF5uA==>

**Exhibit (PDF) 5145.6-E PDF(1): Parent/Guardian Notifications**

Status: ADOPTED

Original Adopted Date: 11/02/2011

Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2022 (AB 178, Ch. 45, Statutes of 2022) 2014 (SB 852, Ch. 25, Statutes of 2014) extends the suspension of these requirements through the 2022-2023 2014-15 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety may be suspended.

~~Note: The following exhibit lists notices which the law requires be provided to parents/guardians. However, there are other notices that districts are recommended to distribute (e.g., the notice included in AR 5145.3 – Nondiscrimination/Harassment regarding the rights of transgender and gender-nonconforming students and the opportunity for a student to inform the district whenever his/her participation in a sex-segregated program or activity with a student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy).~~

~~Note: See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.~~

## I. Annually

When to Notify: Beginning of each school year  
 Education or Other Legal Code: Education Code 222.5  
 Board Policy/Administrative Regulation #: See BP 5146  
 Subject: Rights and options for pregnant and parenting students

When to Notify: Beginning of each school year  
 Education or Other Legal Code: Education Code 234.7  
 Board Policy/Administrative Regulation #: See BP 0410  
 Subject: Right to a free public education regardless of immigration status or religious beliefs

When to Notify: Beginning of each school year  
 Education or Other Legal Code: Education Code 310  
 Board Policy/Administrative Regulation #: See BP 6142.2, AR 6174  
 Subject: Information on the district's language acquisition program

When to Notify: Beginning of each school year  
 Education or Other Legal Code: Education Code 17611.5, 17612, 48980.3  
 Board Policy/Administrative Regulation #: See AR 3514.2  
 Subject: Use of pesticide product, active ingredients, Internet address to access information, and, if district uses certain pesticides, integrated pest management plan

When to Notify: Annually by February 1  
 Education or Other Legal Code: Education Code 35256, 35258  
 Board Policy/Administrative Regulation #: See BP 0510  
 Subject: School Accountability Report Card provided

When to Notify: Beginning of each school year  
 Education or Other Legal Code: Education Code 35291, 48980  
 Board Policy/Administrative Regulation #: See AR 5144, See AR 5144.1  
 Subject: District and site discipline rules

When to Notify: Beginning of each school year  
 Education or Other Legal Code: Education Code 44050  
 Board Policy/Administrative Regulation #: See BP 4119.21, BP 4219.21, BP 4319.21

Subject: Code of conduct addressing employee interactions with students

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 46010.1  
Board Policy/Administrative Regulation #: See BP 5113  
Subject: Absence for confidential medical services

When to Notify: Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school  
Education or Other Legal Code: Education Code 48929, 48980  
Board Policy/Administrative Regulation #: See BP 5116.2  
Subject: District policy authorizing transfer

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980  
Board Policy/Administrative Regulation #: See BP 6111  
Subject: Schedule of minimum days and student-free staff development days

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8  
Board Policy/Administrative Regulation #: See AR 5145.7  
Subject: Copy of Sexual harassment policy as related to students; contact information for Title IX coordinator

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 32255-32255.6  
Board Policy/Administrative Regulation #: See AR 5145.8  
Subject: Right to refrain from harmful or destructive use of animals

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361  
Board Policy/Administrative Regulation #: See AR 5111.1, See AR 5116.1, See AR 5117  
Subject: All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

When to Notify: Beginning of each school year, if Board allows such absence  
Education or Other Legal Code: Education Code 48980, 46014  
Board Policy/Administrative Regulation #: ~~See BP 5113~~, See AR 5113  
Subject: Absence for religious exercise or purposes

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 48205  
Board Policy/Administrative Regulation #: ~~See BP 5113~~, See AR 5113, ~~See AR~~ BP 6154  
Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 48206.3, 48207, 48208  
Board Policy/Administrative Regulation #: See AR 6183  
Subject: Availability of home/hospital instruction for students with temporary disabilities

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 49403

Board Policy/Administrative Regulation #: See BP 5141.31  
Subject: ~~Consent to~~ School immunization program

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 49423, 49480  
Board Policy/Administrative Regulation #: See AR 5141.21  
Subject: Administration of prescribed medication

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 49451; 20 USC 1232h  
Board Policy/Administrative Regulation #: See AR 5141.3  
Subject: Right to refuse consent to physical examination

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 49471, 49472  
Board Policy/Administrative Regulation #: See BP 5143  
Subject: Availability of insurance

When to Notify: Annually  
Education or Other Legal Code: Education Code 48986, 49392  
Board Policy/Administrative Regulation #: See AR 0450  
Subject: Information and laws related to the safe storage of firearms and California's child access prevention laws

When to Notify: Annually  
Education or Other Legal Code: 49013; 5 CCR 4622  
Board Policy/Administrative Regulation #: See AR 1312.3, BP 0460, BP 3260  
Subject: Uniform complaint procedures, available appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 49063  
Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3  
Subject: Challenge, review and expunging of records

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7  
Board Policy/Administrative Regulation #: See AR 5125  
Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria for defining school officials and to determine legitimate educational interest, categories defined as directory information, disclosures, right to file complaint with U.S. Department of Education, course prospectus availability

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37  
Board Policy/Administrative Regulation #: See AR 5125.1  
Subject: Release of directory information

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 49069.5, 51225.1  
Board Policy/Administrative Regulation #: See AR 6173, AR 6173.1, AR 6173.3, AR 6175  
Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, migrant students and students participating in a newcomer program.

When to Notify: Two or more times during the school year  
Education or Other Legal Code: Education Code 49428  
Board Policy/Administrative Regulation #: See BP 5141.5  
Subject: How to access mental health services at school and/or in the community

When to Notify: Beginning of each school year in schools serving students in grades 6-12  
Education or Other Legal Code: Education Code 49428.5  
Board Policy/Administrative Regulation #: See BP 5141.5  
Subject: Distribution of digitized mental health poster online

When to Notify: Annually or upon enrollment in elementary school  
Education or Other Legal Code: Education Code 49452.6  
Board Policy/Administrative Regulation #: See AR 5141.3  
Subject: Availability of type 1 diabetes informational materials developed by the California Department of Education

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5  
Board Policy/Administrative Regulation #: See AR 3553  
Subject: Eligibility and application process for Free and reduced price meals

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 51513, 20 USC 1232h  
Board Policy/Administrative Regulation #: See AR 5022, See BP 6162.8  
Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

When to Notify: When developing the local control and accountability plan and during the annual update of the local control and accountability plan (LCAP)  
Education or Other Legal Code: Education Code 52062  
Board Policy/Administrative Regulation #: See BP 0460  
Subject: Opportunity to submit written comments regarding specific actions and expenditures in proposed plan or annual update

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 56301  
Board Policy/Administrative Regulation #: See BP 6164.4  
Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 58501, 48980  
Board Policy/Administrative Regulation #: See AR 6181  
Subject: Alternative schools

When to Notify: Beginning of each school year  
Education or Other Legal Code: Health and Safety Code 104855  
Board Policy/Administrative Regulation #: See AR 5141.6  
Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When/Whom to Notify: Annually  
Legal Code: 5 CCR 852; Education Code 60615, 5 CCR 852  
Board Policy/Administrative Regulation #: AR 6162.51  
Subject: Student's participation in state assessments; option to request exemption from testing

When to Notify: Beginning of each school year, if district receives Title I funds  
Education or Other Legal Code: 20 USC 6311; 34 CFR 200.48 200.64-

Board Policy/Administrative Regulation #: See AR 4112.24, See AR 4222  
Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to Notify: Beginning of each school year, if any district school has been identified for program improvement or corrective action

Education or Other Legal Code: 20 USC 6316

Board Policy/Administrative Regulation #: See AR 0520.2

Subject: Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers

When to Notify: Beginning of each school year

Education or Other Legal Code: 34 CFR 104.8,106.9

Board Policy/Administrative Regulation #: See BP 0410, See BP 6178

Subject: Nondiscrimination

When to Notify: Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals

Education or Other Legal Code: 40 CFR 763.84, 40 CFR 763.93

Board Policy/Administrative Regulation #: See AR 3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When to Notify: Beginning of each school year

Education or Other Legal Code: USDA FNS Instructions 113-1

Board Policy/Administrative Regulation #: See BP 3555

Subject: Information related to the district's food service programs

When to Notify: Beginning of each school year

Education or Other Legal Code: USDA SP-46-2016

Board Policy/Administrative Regulation #: See AR 3551

Subject: District policy on meal payments

## **II. At Specific Times During the Student's Academic Career**

When to Notify: Beginning in grade 7, at least once prior to course selection and career counseling

Education or Other Legal Code: Education Code 221.5; 48980

Board Policy/Administrative Regulation #: See BP 6164.2

Subject: Course selection and career counseling

When to Notify: Upon a student's enrollment

Education or Other Legal Code: Education Code 310

Board Policy/Administrative Regulation #: See BP 6142.2, AR 6174

Subject: Information on the district's language acquisition programs

When to Notify: When child first enrolls in a public school, if the school offers a fingerprinting program

Education or Other Legal Code: Education Code 32390, 48980

Board Policy/Administrative Regulation #: See AR 5142.1

Subject: Fingerprinting program

When/Whom to Notify: When participating in driver training courses under the jurisdiction of the district

Legal Code: Education Code 35211

Board Policy/Administrative Regulation #: None

Subject: Civil liability, insurance coverage

When to Notify: Upon registration in K-6, if students have not previously been transported

Education or Other Legal Code: Education Code 39831.5



Board Policy/Administrative Regulation #: See AR 3543  
Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

~~When to Notify: Beginning of each school year for high school students, if high school is open campus  
Education or Other Legal Code: Education Code 44808.5, 48980  
Board Policy/Administrative Regulation #: See AR 5112.5  
Subject: Open campus~~

~~When to Notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement  
Education or Other Legal Code: Education Code 48980, 51225.3 Board Policy/Administrative Regulation #: See AR 6146.1  
Subject: How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of districts CTE courses that satisfy a-g course criteria~~

~~When to Notify: Beginning of each school year, for high school students Education or Other Legal Code: Education Code 48980, 52244  
Board Policy/Administrative Regulation #: See AR 6141.5~~

~~Subject: Availability of state funds to cover costs of advanced placement exam fees~~

~~When to Notify: Beginning each school year in grades 9-12 and when high school student transfers into the district  
Education Code 48980, 60850  
Board Policy/Administrative Regulation #: See AR 6162.52  
Subject: Requirement to pass the high school exit exam including: date of exam, requirements for passing, consequences of not passing, and that passing is a condition of graduation~~

When to Notify: Prior to providing an eye examination  
Education or Other Legal Code: Education Code 49455.5  
Board Policy/Administrative Regulation #: See AR 5141.3  
Subject: Upcoming eye examinations at school site, including form on which parent/guardian may indicate lack of consent

When to Notify: When a parent/guardian request for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures  
Education or Other Legal Code: Education Code 49468.2  
Board Policy/Administrative Regulation #: To be included in AR 5141.21  
Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When to Notify: Upon a student's enrollment  
Education or Other Legal Code: Education Code 49063  
Board Policy/Administrative Regulation #: See AR 5125, AR 5125.3  
Subject: Specified rights related to student records

When to Notify: When students entering grade 7  
Education or Other Legal Code: Education Code 49452.7  
Board Policy/Administrative Regulation #: See AR 5141.3  
Subject: Specified information on type 2 diabetes

When to Notify: When in kindergarten, or first grade if not previously enrolled in public school  
Education or Other Legal Code: Education Code 49452.8

Board Policy/Administrative Regulation #: See AR 5141.32  
Subject: Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

~~When to Notify: Beginning of each school year for students in grades 9-12-  
Education or Other Legal Code: Education Code 51229, 48980  
Board Policy/Administrative Regulation #: See AR 6143  
Subject: College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors~~

When to Notify: Beginning of each school year for students in grades 7-12  
Education or Other Legal Code: Education Code 51938, 48980  
Board Policy/Administrative Regulation #: See AR 6142.1  
Subject: Explanation of sex and HIV/AIDS instruction; right to view A/V materials, whether taught by district staff or outside consultants, who's teaching, request specific Education Code sections, right to excuse

When to Notify: Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year  
Education or Other Legal Code: Education Code 60641; 5 CCR 863  
Board Policy/Administrative Regulation #: See AR 6162.51  
Subject: Results of tests; test purpose, individual score and intended use  
When/Whom to Notify: By October 15 for students in grade 12  
Legal Code: Education Code 69432.9  
Board Policy/Administrative Regulation #: AR 5125  
Subject: Forwarding of student's grade point average to Cal Grant program; timeline to opt out

When to Notify: Upon enrollment in a California State Preschool program  
Education or Other Legal Code: Education Code 8489.1  
Board Policy/Administrative Regulation #: See AR 5148.3  
Subject: Limitations on disenrollment, including expulsion and suspension and how to file an appeal in the event of expulsion or suspension

When to Notify: When child is enrolled or reenrolled in a licensed child care center or preschool  
Education or Other Legal Code: Health and Safety Code 1596.7996  
Board Policy/Administrative Regulation #: See AR 5148  
Subject: Information on risks and effects of lead exposure, blood lead testing

When to Notify: When child is enrolled in kindergarten  
Education or Other Legal Code: Health and Safety Code 124100, 124105  
Board Policy/Administrative Regulation #: See AR 5141.32  
Subject: Health screening examination

~~When to Notify: To students in grades 11-12, early enough to enable registration for fall test-  
Education or Other Legal Code: 5 CCR 11523  
Board Policy/Administrative Regulation #: See AR 6146.2  
Subject: Notice of proficiency examination provided under Education Code 48412-~~

When to Notify: To secondary students, if district receives Title I funds  
Education or Other Legal Code: 20 USC 7908  
Board Policy/Administrative Regulation #: See AR 5125.1  
Subject: Request that district not release name, address, phone number of child to military recruiters without prior written consent

### III. When Special Circumstances Occur

When to Notify: In the event of a breach of security of district records  
Education or Other Legal Code: Civil Code 1798.29



Board Policy/Administrative Regulation #: See BP 3580

Subject: Types of records affected, date of breach, description of incident, contact information for credit reporting agencies

When to Notify: Upon receipt of a complaint alleging discrimination

Education or Other Legal Code: Education Code 262.3

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Civil law remedies available to complainants

~~When to Notify: When student has been placed in structured English immersion program-~~

~~Education or Other Legal Code: Education Code 310-311; 5 CCR 11309~~

~~Board Policy/Administrative Regulation #: See AR 6174~~

~~Subject: Student's placement in program, opportunity to apply for parental exception waiver, other rights of student relative to such placements~~

When to Notify: When determining whether an English learner should be reclassified as fluent English proficient

Education or Other Legal Code: Education Code 313; 5 CCR 11303

Board Policy/Administrative Regulation #: See AR 6174

Subject: Description of reclassification process, opportunity for parent/guardian to participate

When to Notify: When Student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year

Education or Other Legal Code: Education Code 440; 20 USC 7012 Board Policy/Administrative Regulation #: See AR 6174

Subject: Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program

~~When to Notify: Before high school student attends specialized secondary program on a university campus~~

~~Education or Other Legal Code: Education Code 17288 Board Policy/Administrative Regulation #: None~~

~~Subject: University campus buildings may not meet Education Code requirements for structural safety-~~

When to Notify: When homeless or foster youth applies for enrollment in before/after school program

Education or Other Legal Code: Education Code 8483

Board Policy/Administrative Regulation #: See AR 5178.2

Subject: Right to priority enrollment how to request priority enrollment

When to Notify: When a child in a California State Preschool program exhibits persistent and serious challenging behaviors

Education or Other Legal Code: Education Code 8489.1

Board Policy/Administrative Regulation #: See AR 5148.3

Subject: Description of the child's behaviors and program plan for maintaining the child's safe participation in program and expulsion/unenrollment process

When to Notify: At least 24 hours before the effective date of suspending or expelling a child from a California State Preschool program

Education or Other Legal Code: Education Code 8489.1

Board Policy/Administrative Regulation #: See AR 5148.3

Subject: "Notice of Action, Recipient of Services," as described in 5 CCR 17783

When to Notify: At least 72 hours before use of pesticide product not included in annual list

Education or Other Legal Code: Education Code 17612

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Intended use of pesticide product

When to Notify: To members of athletic teams  
Education or Other Legal Code: Education Code 32221.5  
Board Policy/Administrative Regulation #: See AR 5143  
Subject: Offer of insurance; no-cost and low-cost program options

When to Notify: Annually to parents/guardians of student athletes before participation in competition  
Education or Other Legal Code: Education Code 33479.3  
Board Policy/Administrative Regulation #: See AR 6145.2  
Subject: Information on sudden cardiac arrest

When to Notify: If school has lost its WASC accreditation status  
Education or Other Legal Code: Education Code 35178.4  
Board Policy/Administrative Regulation #: See BP 6190  
Subject: Loss of status, potential consequences

When/Whom to Notify: When district has contracted for electronic products or services that disseminate advertising  
Legal Code: Education Code 35182.5  
Board Policy/Administrative Regulation #: BP 3112  
Subject: Advertising will be used in the classroom or learning center

When to Notify: At least six months before implementing a schoolwide uniform policy  
Education or Other Legal Code: Education Code 35183  
Board Policy/Administrative Regulation #: See AR 5132  
Subject: Dress code policy requiring schoolwide uniform

When to Notify: Before implementing a year-round schedule  
Education or Other Legal Code: Education Code 37616  
Board Policy/Administrative Regulation #: See BP 6117  
Subject: Public hearing on year-round schedule

When to Notify: When interdistrict transfer is requested and not approved or denied within 30 days  
Education or Other Legal Code: Education Code 46601  
Board Policy/Administrative Regulation #: See AR 5117  
Subject: Appeal process

When to Notify: Before early entry to **transitional** kindergarten, if **early entry** offered  
Education or Other Legal Code: Education Code 48000  
Board Policy/Administrative Regulation #: See AR 5111, **AR 6170.1**  
Subject: Effects, advantages and disadvantages of early entry

When to Notify: When student identified as being at risk of retention  
Education or Other Legal Code: Education Code 48070.5  
Board Policy/Administrative Regulation #: See AR 5123  
Subject: Student at risk of retention

When to Notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health  
Education or Other Legal Code: Education Code 48213  
Board Policy/Administrative Regulation #: See AR 5112.2, See **AR 5112.2** ~~BP 5141.33~~  
Subject: Student has been excluded from school

When to Notify: Before already admitted student is excluded for lack of immunization  
Education or Other Legal Code: Education Code 48216; 17 CCR 6040  
Board Policy/Administrative Regulation #: See AR 5141.31  
Subject: Need to submit evidence of immunization or exemption within 10 school days; referral to medical

care

When to Notify: When a student is classified a truant  
Education or Other Legal Code: Education Code 48260.5, 48262  
Board Policy/Administrative Regulation #: See AR 5113.1  
Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to Notify: When a truant is referred to a SARB or probation department  
Education or Other Legal Code: Education Code 48263  
Board Policy/Administrative Regulation #: See AR 5113.1  
Subject: Name and address of SARB or probation department and reason for referral

~~When to Notify: When a school is identified on the state's Open Enrollment List  
Education or Other Legal Code: Education Code 48354; 5 CCR 4702  
Board Policy/Administrative Regulation #: See AR 5118  
Subject: Student's option to transfer to another school~~

~~When to Notify: Within 60 days of receiving application for transfer out of open enrollment school  
Education or Other Legal Code: Education Code 48357; 5 CCR 4702  
Board Policy/Administrative Regulation #: See AR 5118  
Subject: Whether student's transfer application is accepted or rejected; reasons for rejection~~

When/Whom to Notify: When student requests **Prior** to voluntarily transfer to continuation school  
**Education or** Legal Code: Education Code 48432.3  
Board Policy/Administrative Regulation #: AR 61884 **6184**  
Subject: Copy of district policy and regulation on continuation education

When to Notify: Prior to involuntary transfer to continuation school  
Education or Other Legal Code: Education Code 48432.5  
Board Policy/Administrative Regulation #: See AR 6184  
Subject: Right to require meeting prior to involuntary transfer to continuation school

When/Whom to Notify: To person holding educational rights, prior to recommending placement of foster youth outside school of origin  
Legal Code: Education Code 48853.5  
Board Policy/Administrative Regulation #: AR 6173.1  
Subject: Basis for the placement recommendation

**When to Notify: When a foster youth or an Indian child receives a suspension, expulsion, manifestation determination, or involuntary transfer**  
**Education or Other Legal Code: Education Code 48853.5**  
**Board Policy/Administrative Regulation #: See AR 6173.1, AR 6173.4**  
**Subject: Suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information to a foster youth's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, the child's county social worker**

When to Notify: When student is removed from class and teacher requires parental attendance at school  
Education or Other Legal Code: Education Code 48900.1  
Board Policy/Administrative Regulation #: See AR 5144.1  
Subject: Parental attendance required; timeline for attendance

When to Notify: Prior to withholding grades, diplomas, or transcripts

Education or Other Legal Code: Education Code 48904  
Board Policy/Administrative Regulation #: See AR 5125.2  
Subject: Damaged school property

When to Notify: When withholding grades, diplomas or transcripts from transferring student  
Education or Other Legal Code: Education Code 48904.3  
Board Policy/Administrative Regulation #: See AR 5125.2  
Subject: Next school will continue withholding grades, diplomas or transcripts

When to Notify: When student is released to peace officer  
Education or Other Legal Code: Education Code 48906  
Board Policy/Administrative Regulation #: See BP 5145.11  
Subject: Release of student to peace officer for the purpose of removing minor from school premises

When to Notify: At time of suspension  
Education or Other Legal Code: Education Code 48911  
Board Policy/Administrative Regulation #: See BP 5144.1, See AR 5144.1  
Subject: Notice of suspension

When to Notify: When original period of suspension is extended  
Education or Other Legal Code: Education Code 48911  
Board Policy/Administrative Regulation #: See AR 5144.1  
Subject: Extension of suspension

When to Notify: At the time a student is assigned to a supervised suspension classroom  
Education or Other Legal Code: Education Code 48911.1  
Board Policy/Administrative Regulation #: See AR 5144.1  
Subject: The student's assignment to a supervised suspension classroom

When to Notify: Before holding a closed session re: suspension  
Education or Other Legal Code: Education Code 48912  
Board Policy/Administrative Regulation #: See AR 5144.1  
Subject: Intent to hold a closed session re: suspension

When to Notify: When student expelled from another district for certain acts seeks admission  
Education or Other Legal Code: Education Code 48915.1, 48918  
Board Policy/Administrative Regulation #: See BP 5119  
Subject: Hearing re: possible danger presented by expelled student

When to Notify: When readmission is denied  
Education or Other Legal Code: Education Code 48916  
Board Policy/Administrative Regulation #: See AR 5144.1  
Subject: Reasons for denial; determination of assigned program

When to Notify: When expulsion occurs  
Education or Other Legal Code: Education Code 48916  
Board Policy/Administrative Regulation #: See AR 5144.1  
Subject: Description of Readmission procedures

When to Notify: At least 10 calendar days before expulsion hearing  
Education or Other Legal Code: Education Code 48918  
Board Policy/Administrative Regulation #: See AR 5144.1  
Subject: Notice of expulsion hearing

When to Notify: When expulsion or suspension of expulsion occurs

Education or Other Legal Code: Education Code 48918  
Board Policy/Administrative Regulation #: See AR 5144.1  
Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to Notify: One month before the scheduled minimum day  
Education or Other Legal Code: Education Code 48980  
Board Policy/Administrative Regulation #: See BP 6111  
Subject: When minimum days are scheduled after the beginning of the school year

When to Notify: When parents/guardians request guidelines for filing complaint of child abuse at a school site  
Education or Other Legal Code: Education Code 48987  
Board Policy/Administrative Regulation #: See AR 5141.4  
Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When to Notify: When student in danger of failing a course  
Education or Other Legal Code: Education Code 49067  
Board Policy/Administrative Regulation #: See AR 5121  
Subject: Student in danger of failing a course

When to Notify: When student transfers from another district or private school into the district  
Education or Other Legal Code: Education Code 49068  
Board Policy/Administrative Regulation #: See AR 5125  
Subject: Right to receive copy of student's record and to challenge its content of student's records

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity  
Legal Code: Education Code 49073.6  
Board Policy/Administrative Regulation #: BP 5125  
Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter  
Legal Code: Education Code 49073.6  
Board Policy/Administrative Regulation #: AR 5125  
Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When to Notify: Within 24 hours of release of information to a judge or probation officer  
Education or Other Legal Code: Education Code 49076  
Board Policy/Administrative Regulation #: See AR 5125  
Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to Notify: Before release of information pursuant to court order or subpoena  
Education or Other Legal Code: Education Code 49077  
Board Policy/Administrative Regulation #: See AR 5125  
Subject: Release of information pursuant to court order or subpoena

When to Notify: When screening results in suspicion that student has scoliosis  
Education or Other Legal Code: Education Code 49452.5  
Board Policy/Administrative Regulation #: See AR 5141.3  
Subject: Scoliosis screening

When to Notify: When test results in discovery of visual or hearing defects  
Education or Other Legal Code: Education Code 49456; 17 CCR 2951  
Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Vision or hearing test results

When to Notify: Within 10 days of negative balance in meal account

Education or Other Legal Code: Education Code 49557.5

Board Policy/Administrative Regulation #: See AR 3551

Subject: Negative balance in meal account; encouragement to apply for free or reduced price meals

When to Notify: Annually to parents/guardians of student athletes before their first practice or competition

Education or Other Legal Code: Education Code 49475

Board Policy/Administrative Regulation #: See AR 6145.2

Subject: Information on concussions and head injuries

When/Whom to Notify: ~~To person holding educational rights, within 30 days of foster youth's transfer~~

~~between high schools~~ Within 30 days of foster youth, student experiencing homelessness, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12

Education or Legal Code: Educational Code 51225.1

Board Policy/Administrative Regulation #: ~~AR 6173.1~~ See BP 6146.1, AR 6173, AR 6173.1, AR 6173.3, AR 6175

Subject: Exemption from local graduation requirements, effect on college admission, option for fifth year of high school, transfer opportunities through California Community Colleges

When to Notify: Before any test/survey questioning personal beliefs

Education or Other Legal Code: Education Code 51513

Board Policy/Administrative Regulation #: See AR 5022

Subject: Permission for test, survey questioning personal beliefs

When to Notify: Within ~~At least~~ 14 days before HIV prevention or sexual health of instruction, if arrangement made for guest speaker after beginning of school year

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 6142.1

Subject: Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant

When to Notify: Prior to administering survey regarding health risks and behaviors to students in 7-12

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 5022

Subject: Notice that the survey will be administered

When to Notify: Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency

Education or Other Legal Code: Education Code 52164.1, 52164.3; 5 CCR 11511.5

Board Policy/Administrative Regulation #: See AR 6174

Subject: Results of state test of English proficiency

When to Notify: When migrant education program is established

Education or Other Legal Code: Education Code 54444.2

Board Policy/Administrative Regulation #: See BP 6175, See AR 6175

Subject: Parent advisory council membership composition

When to Notify: When child participates in licensed child care and development program

Education or Other Legal Code: Health and Safety Code 1596.857, 22 CCR 101218.1

Board Policy/Administrative Regulation #: See AR 5148

Subject: Parent/guardian right to enter facility and other rights as specified

When to Notify: When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead

Education or Other Legal Code: Health and Safety Code 1597.16



Board Policy/Administrative Regulation #: See AR 5148  
Subject: The requirement to test the facility, and the results of the test

When/Whom to Notify: When district receives Tobacco-Use Prevention Education Funds  
Education or Other Legal Code: Health and Safety Code 104420  
Board Policy/Administrative Regulation #: AR 3513.3  
Subject: The district's tobacco-free schools policy and enforcement procedures

When to Notify: When sharing student immunization information with an immunization system  
Education or Other Legal Code: Health and Safety Code 120440  
Board Policy/Administrative Regulation #: See AR 5125  
Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer  
Education or Other Legal Code: Penal Code 626.81  
Board Policy/Administrative Regulation #: See AR 1240, See BP 1250  
Subject: Dates and times permission granted; obtaining information from law enforcement

When to Notify: When hearing is requested by person asked to leave school premises  
Education or Other Legal Code: Penal Code 627.5  
Board Policy/Administrative Regulation #: See AR 3515.2  
Subject: Notice of hearing

When/Whom to Notify: When responding to complaint re: discrimination, special education, or noncompliance with law  
Education or Other Legal Code: 5 CCR 4631  
Board Policy/Administrative Regulation #: See AR 1312.3  
Subject: Findings, disposition of complaint, any corrective actions, appeal rights and procedures

When to Notify: When child participates in licensed child care and development program  
Education or Other Legal Code: 5 CCR 18066  
Board Policy/Administrative Regulation #: See AR 5148  
Subject: Policies re: regarding excused and unexcused absences

When to Notify: Within 30 days of application for subsidized child care or preschool services  
Education or Other Legal Code: 5 CCR 17782, 18094, 18118  
Board Policy/Administrative Regulation #: See AR 5148, AR 5148.3  
Subject: Policies re: Approval or denial of services

When to Notify: At least 14 days before change in service or other intended action, upon recertification or update of application for child care or preschool services  
Education or Other Legal Code: 5 CCR 17783, 18095, 18119  
Board Policy/Administrative Regulation #: See AR 5148, AR 5148.3  
Subject: Policies re: Any change in service, such as in fees, amount of service, termination of service

When to Notify: Upon child's enrollment in child care program  
Education or Other Legal Code: 5 CCR 18114  
Board Policy/Administrative Regulation #: See AR 5148  
Subject: Policies re: Policy on fee collection

When to Notify: When payment of child care fees is seven days late  
Education or Other Legal Code: 5 CCR 18114  
Board Policy/Administrative Regulation #: See AR 5148  
Subject: Policies re: Notice of delinquent fees

When to Notify: When district substantively changes policy on student privacy rights  
Education or Other Legal Code: 20 USC 1232h  
Board Policy/Administrative Regulation #: See AR 5022  
Subject: Notice of any substantive change in policy or regulation

When to Notify: For districts receiving Title I funds, when a child has been taught for four or more consecutive weeks by a teacher who is not "highly qualified" **does not meet state certification requirements for the grade level/subject taught**  
Education or Other Legal Code: 20 USC 6314 **6312**  
Board Policy/Administrative Regulation #: See AR 4112.24  
Subject: Timely notice to parent/guardian of child's assignment

~~When to Notify: When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress, to parents/guardians of English learners  
Education or Other Legal Code: 20 USC 6312  
Board Policy/Administrative Regulation #: See AR 0520.2  
Subject: Notice of failure to make adequate yearly progress~~

When to Notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners  
Education or Other Legal Code: 20 USC 6312  
Board Policy/Administrative Regulation #: See AR 6174  
Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

~~When to Notify: When school identified for program improvement or corrective action  
Education or Other Legal Code: 20 USC 6316  
Board Policy/Administrative Regulation #: See AR 0520.2, See AR 5116.1  
Subject: Explanation of identification, reasons, how problem will be addressed, how parents/guardians can become involved, transfer option, availability of supplemental services~~

~~When to Notify: When district identified for program improvement  
Education or Other Legal Code: 20 USC 6316  
Board Policy/Administrative Regulation #: See AR 0520.3  
Subject: Explanation of status, reasons for identification, how parents/guardians can participate in upgrading district~~

When to Notify: For schools receiving Title I funds, upon development of parent involvement policy  
Education or Other Legal Code: 20 USC 6318  
Board Policy/Administrative Regulation #: See AR 6020  
Subject: Notice of policy

**When to Notify: When district receives Impact Aid funds for students residing on Indian lands, to parents/guardians of Indian children**  
**Education or Other Legal Code: 20 USC 7704; 34 CFR 222.94**  
**Board Policy/Administrative Regulation #: See AR 3231**  
**Subject: Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments**

~~When to Notify: For districts receiving Title III funds, within 30 days of the release of state Title III accountability report  
Education or Other Legal Code: 20 USC 7012  
Board Policy/Administrative Regulation #: See AR 6174  
Subject: Notification of any failure to make progress on state's annual measurable achievement objectives for English learners~~



When to Notify: When household is selected for verification of eligibility for free or reduced-price meals  
Education or Other Legal Code: 42 USC 1758; 7 CFR 245.6a  
Board Policy/Administrative Regulation #: See AR 3553  
Subject: Notice of need to submit verification information; any subsequent change in benefits; ~~right to~~ appeals

When/Whom to Notify: When student is homeless or unaccompanied minor  
Education or Legal Code: 42 USC 11432  
Board Policy/Administrative Regulation #: AR 6173  
Subject: Educational and related opportunities; transportation services; placement decision and right to appeal; duties of district liaison; public notice

When to Notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30  
Education or Other Legal Code: 34 CFR 99.34  
Board Policy/Administrative Regulation #: See AR 5125  
Subject: Right to review receive records and an opportunity for hearing upon request

When to Notify: When student complains of sexual harassment  
Education or Other Legal Code: 34 CFR 106.44, 106.45  
Board Policy/Administrative Regulation #: See AR 5145.7  
Subject: Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable

When to Notify: When district receives federal funding assistance for nutrition program  
Education or Other Legal Code: USDA FNS Instruction 113-1  
Board Policy/Administrative Regulation #: See BP 3555  
Subject: Rights and responsibilities, nondiscrimination policy, complaint procedures

#### **IV. Special Education Notices**

When to Notify: Prior to conducting initial evaluation  
Education or Other Legal Code: Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415 (d); 34 CFR 300.502, 300.503  
Board Policy/Administrative Regulation #: See BP 6159.1, See AR 6159.1, See AR 6164.4  
Subject: Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards

When/Whom to Notify: Before functional behavioral assessment begins  
Education or Other Legal Code: Education Code 56321  
Board Policy/Administrative Regulation #: See AR 6159  
Subject: Notification and consent

When to Notify: 24 hours before IEP when district intending to record  
Education or Other Legal Code: Education Code 56341.1  
Board Policy/Administrative Regulation #: See AR 6159

Subject: Intention to audio-record IEP meeting

When to Notify: Early enough to ensure opportunity for parent to attend IEP meeting

Education or Other Legal Code: Education Code 56341.5; 34 CFR 300.322

Board Policy/Administrative Regulation #: See AR 6159

Subject: Time, purpose, location, who ~~in attendance~~ **will attend**, participation of others with special knowledge, transition statements if appropriate

When to Notify: When parent/guardian orally requests review of IEP

Education or Other Legal Code: Education Code 56343.5

Board Policy/Administrative Regulation #: See AR 6159

Subject: Need for written request

When to Notify: Within one school day of emergency intervention or serious property damage

Education or Other Legal Code: Education Code 56521.1

Board Policy/Administrative Regulation #: See AR 6159.4

Subject: Emergency intervention

When to Notify: Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services

Education or Other Legal Code: 20 USC 1415(c); 34 CFR 300.300, 300.503

Board Policy/Administrative Regulation #: See AR 6159, See AR 6159.1

Subject: Prior written notice

When/Whom to Notify: Upon filing of state complaint

**Education or Other** Legal Code: 20 USC 1415 (d), 34 CFR 300.504

Board Policy/Administrative Regulation #: AR 6159.1

Subject: Procedural safeguards notice

When/Whom to Notify: When disciplinary measures are taken or change in placement

**Education or Other** Legal Code: 20 USC 1415 (k); 34 CFR 300.530

Board Policy/Administrative Regulation #: AR 5144.2

Subject: Decision and procedural safeguards notice

When to Notify: Upon requesting a due process hearing

Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.508

Board Policy/Administrative Regulation #: See AR 6159.1

Subject: Child's name, address, school, description of problem, proposed resolution

When to Notify: Eligibility for services under Section 504

Education or Other Legal Code: 34 CFR 104.32, 104.36

Board Policy/Administrative Regulation #: See AR 6164.6

Subject: District responsibilities, district actions, procedural safeguards

## V. Classroom Notices

**Where to Post:** In all district schools and offices, including staff lounges and student government meeting rooms

**Education or Other Legal Code:** Education Code 234.1

**Board Policy/Administrative Regulation #:** See AR 1312.3

**Subject:** Uniform complaint procedures board policy and administrative regulation

**Where to Post:** In each classroom used for license exempt California State Preschool Program

**Education or Other Legal Code:** Education Code 8212

**Board Policy/Administrative Regulation #:** See AR/E 1312.3

**Subject:** Health and safety requirements for preschool programs; where to get complaint form

When to Notify: In each classroom in each school

Education or Other Legal Code: Education Code 35186

Board Policy/Administrative Regulation #: See AR/E 1312.4

Subject: ~~Complaints re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, right of students who did not pass the exit exam to receive intensive instruction after grade 12~~ **Complaints subject to Williams uniform complaint procedures**

Where to Post: In any school serving any of grades 6-12, in a prominent and conspicuous location in every restroom required to stock menstrual products,

Education or Other Legal Code: Education Code 35292.6

Board Policy/Administrative Regulation #: See AR 3517

Subject: Requirement to stock and make available free of cost an adequate supply of menstrual products that includes email address and telephone number for a designated individual responsible for maintaining requisite supply of menstrual products

Where to Post: In a licensed child care and development center at a location accessible to parents/guardians

Education or Other Legal Code: Health and Safety Code 1596.857

Board Policy/Administrative Regulation #: See AR 5148

Subject: Parent/guardian right to inspect, prohibition against retaliation, right to file complaint; registered sex offender database available to public; review licensing reports of facility visits and substantiated complaints against facility

Where to Post: In a prominent, publicly accessible location in the child care facility

Education or Other Legal Code: Health and Safety Code 1596.8555

Board Policy/Administrative Regulation #: See AR 5148

Subject: Child care license

Where to Post: In a prominent location adjacent to child care license at facility

Education or Other Legal Code: Welfare and institutions Code 10228

Board Policy/Administrative Regulation #: See AR 5148

Subject: Rates, discounts, or scholarship policies

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.

<b>State</b>	<b>Description</b>
17 CCR 2950-2951	<a href="#">Hearing tests</a>
17 CCR 6000-6075	<a href="#">School attendance immunization requirements</a>
22 CCR 101218.1	<a href="#">Child care licensing; parent/guardian rights</a>
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results
Civ. Code 1798.29	<a href="#">District records; breach of security</a>
Ed. Code 17288	Building standards for university campuses
Ed. Code 17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners; parental consultation
Ed. Code 313.2	Long-term English learner; notification
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 33479.3	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
Ed. Code 35292.6	School maintenance

Ed. Code 37616	<a href="#">Consultation regarding year-round schedule</a>
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization and exclusion from attendance
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48412	Certificate of proficiency
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48980.3	Notification of pesticide use
Ed. Code 48981	Time and means of notification
Ed. Code 48982	Parent signature acknowledging receipt of notice
Ed. Code 48983	Contents of notice
Ed. Code 48984	Activities prohibited unless notice given
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 48986	Safe storage of firearms
Ed. Code 48987	Child abuse information
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees
Ed. Code 49063	Notification of parental rights
Ed. Code 49067	Student evaluation; student in danger of failing course
Ed. Code 49068	Transfer of permanent enrollment and scholarship record

Ed. Code 49069	Absolute right to access
Ed. Code 49070	Challenging content of student record
Ed. Code 49073	Release of directory information
Ed. Code 49073.6	Student records; social media
Ed. Code 49076	Access to student records
Ed. Code 49077	Access to information concerning a student in compliance with court order
Ed. Code 49392	Threats of homicide at school
Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49451	Physical examinations: parent's refusal to consent
Ed. Code 49452.5	Screening for scoliosis
Ed. Code 49452.6	Type 1 diabetes informational materials
Ed. Code 49452.7	Information on type 2 diabetes
Ed. Code 49452.8	Oral health assessment
Ed. Code 49455.5	Eye examination for purpose of eyeglasses
Ed. Code 49456	Results of vision or hearing test
Ed. Code 49471-49472	Insurance
Ed. Code 49475	Student athletes; concussions and head injuries
Ed. Code 49476	Student athletes; opioid fact sheet
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions
Ed. Code 49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31	Graduation from high school; exemption for eligible students with special needs
Ed. Code 51225.8	Completion and submission of FAFSA and CADAA
Ed. Code 51229	Course of study for grades 7-12
Ed. Code 51513	Personal beliefs; privacy
Ed. Code 51749.5	Independent study
Ed. Code 51938	HIV/AIDS and sexual health instruction
Ed. Code 52062	Local control and accountability plans and the statewide system of support
Ed. Code 52164	Language census
Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56521.1	Behavioral intervention
Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress

Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8483	Before/after school program; enrollment priorities
Ed. Code 8489	Expulsion and suspension procedures in childcare and development services programs
Ed. Code 8489.1	Expulsion and suspension procedures in childcare and development services programs
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of school drinking water
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
H&S Code 1596.8555	Administration of child day care licensing; posting license
H&S Code 1596.857	Right to enter child care facility
H&S Code 1597.16	Licensed child care centers; lead testing
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration
W&I Code 10228	Child care providers; posting of rates, discounts, and scholarships
<b>Federal</b>	<b>Description</b>
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7704	Impact Aid; policies and procedures related to children residing on Indian lands
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 200.48	Teacher qualifications
34 CFR 222.94	Impact Aid; district responsibilities
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records; disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records; annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals



7 CFR 245.6a

**Management Resources**

U.S. Department of Agriculture

Publication

Website

Website

Verification of eligibility for free and reduced-price meals

**Description**

Civil Rights Compliance and Enforcement -- Nutrition

Programs and Services, FNS Instruction 113-1, 2005

[CSBA District and County Office of Education Legal Services](#)

[U.S. Department of Agriculture, Food and Nutrition Service](#)

**Cross References**

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges
3312	Contracts
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3517	Facilities Inspection
3517	Facilities Inspection
3543	Transportation Safety And Emergencies
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4219.21	Professional Standards
4219.21	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4319.21	Professional Standards
4319.21	Professional Standards
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities



5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5131.61	Drug Testing
5132	Dress And Grooming
5132	Dress And Grooming
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment

5145.7	Sexual Harassment
5145.8	Refusal To Harm Or Destroy Animals
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day
6117	Year-Round Schedules
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.8	Research
6162.8	Research
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth

6173.1	Education For Foster Youth
6173.3	Education For Juvenile Court School Students
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9310	Board Policies

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17 CCR 6000-6075	School attendance immunization requirements— <a href="https://simbii.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax1Q==">https://simbii.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax1Q==</a>
22 CCR 101218.1	Child care licensing; parent/guardian rights— <a href="https://simbii.eboardsolutions.com/SU/VEQ6dXGJt3negQoWI3HplusEA==">https://simbii.eboardsolutions.com/SU/VEQ6dXGJt3negQoWI3HplusEA==</a>
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results 5 CCR 11523 — Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences 5 CCR-
18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services 5 CCR 18118-18119 — Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal 5-
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5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results — Civ. Code 1798.29 — District records; breach of security— <a href="https://simbii.eboardsolutions.com/SU/LBkkDX8OIBFu9JplusO9hdW9w==">https://simbii.eboardsolutions.com/SU/LBkkDX8OIBFu9JplusO9hdW9w==</a>
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- 
- 5141.3 Health Examinations --  
<https://simbli.eboardsolutions.com/SU/8dW647gZoOezLbslshplushAES7Q==>
- 5141.3 Health Examinations --  
<https://simbli.eboardsolutions.com/SU/QsAD0i11LCOPhZ0S9elAog==>
- 
- 5141.31 Immunizations --  
<https://simbli.eboardsolutions.com/SU/v0HDI0KXxbfoxP87I1PMTA==>
- 5141.31 Immunizations --  
<https://simbli.eboardsolutions.com/SU/hhQaTwOID8zxJggQx6M28A==>



[5141.32](https://simbli.eboardsolutions.com/SU/RFuFIHOTHfzplusJAipn6JslshAA==) Health Screening For School Entry--

[5141.6](https://simbli.eboardsolutions.com/SU/3svnTVDr2slshEXNr8U3u9SQ==) School Health Services--

[5141.6](https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJEQ==) School Health Services--

[5142.1](https://simbli.eboardsolutions.com/SU/rjmN6T593mq5q8HFuaJLGQ==) Identification And Reporting Of Missing Children--

[5143](https://simbli.eboardsolutions.com/SU/chGiudWciEt8DP0mHq3tqw==) Insurance--

[5143](https://simbli.eboardsolutions.com/SU/0EvtPZZ6DAA9EQRez0plusJbw==) Insurance--

[5144](https://simbli.eboardsolutions.com/SU/AQqhNX6lBzioA0CkVsKUhw==) Discipline--

[5144](https://simbli.eboardsolutions.com/SU/UjKVo5ev6b5fjXT5vIDMuQ==) Discipline--

[5144.1](https://simbli.eboardsolutions.com/SU/zmkCpD0bMpLtbSigldDL3g==) Suspension And Expulsion/Due Process--

[5144.1](https://simbli.eboardsolutions.com/SU/Pq787h0ddqEXR9TLfg3Yxw==) Suspension And Expulsion/Due Process--

[5144.2](https://simbli.eboardsolutions.com/SU/n5USXUk1D5QEPZdFgaNxw==) Suspension And Expulsion/Due Process (Students With Disabilities)--

[5145.12](https://simbli.eboardsolutions.com/SU/tC03dj7gH4qahbTkaxoBOQ==) Search And Seizure--

[5145.12](https://simbli.eboardsolutions.com/SU/Xplusv2slshX9uZM86bxeXTfPHxg==) Search And Seizure--

[5145.3](https://simbli.eboardsolutions.com/SU/lBslshXJfnmFplusnplusTxfY1slplA==) Nondiscrimination/Harassment--

[5145.3](https://simbli.eboardsolutions.com/SU/n8tdEh2i1plusYj1zB1fMwgow==) Nondiscrimination/Harassment--

[5145.7](https://simbli.eboardsolutions.com/SU/L180hjpluslp3Lax8sicKJEcQ==) Sexual Harassment--

[5145.7](https://simbli.eboardsolutions.com/SU/6YQShaMkFc1zVdjj6e0wSg==) Sexual Harassment--

[5145.8](https://simbli.eboardsolutions.com/SU/slshVJMBMRkbslsh3hnb8nALhOJg==) Refusal To Harm Or Destroy Animals--

[5146](https://simbli.eboardsolutions.com/SU/YcO9b7ZPSY0gplusn5nnlFFgw==) Married/Pregnant/Parenting Students--

[5146](https://simbli.eboardsolutions.com/SU/eGC8MxMtiPp2gFD66nJdUg==) Married/Pregnant/Parenting Students--

[5148.2](https://simbli.eboardsolutions.com/SU/DBD64nMr4CUjIVpQagA7HQ==) Before/After School Programs--

[5148.2](https://simbli.eboardsolutions.com/SU/CWuBD6HJFDAnI0ySe3NWVA==) Before/After School Programs--

[5148.3](https://simbli.eboardsolutions.com/SU/Aj67dJ0qYtZYkaoMjpmGWA==) Preschool/Early Childhood Education--

- 5148.3 Preschool/Early Childhood Education--  
<https://simbli.eboardsolutions.com/SU/MkaplusjTi8sBIVOXDmzplusstNA==>
- 6020 Parent Involvement--  
<https://simbli.eboardsolutions.com/SU/tjYDorHUEyBtfrRfeGgWUg==>
- 6020 Parent Involvement--  
<https://simbli.eboardsolutions.com/SU/NoplusUuplusjJllrwe3k7G6HZQ==>
- 6111 School Calendar--  
<https://simbli.eboardsolutions.com/SU/DyNVuZOLOe3unonrXSxplusQQ==>
- 6112 School Day--  
<https://simbli.eboardsolutions.com/SU/o3mV0EDqfqQ7Rplusr63Xa07A==>
- 6112 School Day--  
<https://simbli.eboardsolutions.com/SU/bVn53plus5QKqlwa2DBOdkBnQ==>
- 6142.1 Sexual Health And HIV/AIDS Prevention Instruction--  
<https://simbli.eboardsolutions.com/SU/AN4Ee2Zw67m5FR3EjcefZg==>
- 6142.1 Sexual Health And HIV/AIDS Prevention Instruction--  
<https://simbli.eboardsolutions.com/SU/HMVPgz0baGrS3DLXuxnl1A==>
- 6143 Courses Of Study--  
<https://simbli.eboardsolutions.com/SU/p2ENGRvMbhcDAPAS7NrAIQ==>
- 6143 Courses Of Study--  
<https://simbli.eboardsolutions.com/SU/UVn45WDQsT9780pbOsiFdA==>
- 6145.2 Athletic Competition--  
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==>
- 6145.2 Athletic Competition--  
<https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==>
- 6154 Homework/Makeup Work--  
<https://simbli.eboardsolutions.com/SU/UUQTddQ9ohk0ITJrebBVSg==>
- 6154 Homework/Makeup Work--  
<https://simbli.eboardsolutions.com/SU/lvy3RoSW19Pf5d4BYW1E1Q==>
- 6158 Independent Study--  
<https://simbli.eboardsolutions.com/SU/sOdZVgfZYS89Jf92plusEdNcg==>
- 6158 Independent Study--  
<https://simbli.eboardsolutions.com/SU/px0avidl6Z7KvNfpplusRWSvA==>
- 6159 Individualized Education Program--  
<https://simbli.eboardsolutions.com/SU/xzRFggGjr1thleoortr6EA==>
- 6159 Individualized Education Program--  
<https://simbli.eboardsolutions.com/SU/S532zqlHpCtwyqnnRYChiQ==>
- 6159.1 Procedural Safeguards And Complaints For Special Education--  
<https://simbli.eboardsolutions.com/SU/uJcsplusql9i79TEwVYjnrpXA==>
- 6159.1 Procedural Safeguards And Complaints For Special Education--  
<https://simbli.eboardsolutions.com/SU/elFcfC8LFAiGplusdiXLM1tZw==>
- 6159.4 Behavioral Interventions For Special Education Students--  
<https://simbli.eboardsolutions.com/SU/2i46x0XNYxDsgouM3Aqasishg==>
- 6162.8 Research--  
<https://simbli.eboardsolutions.com/SU/PWrmGtdRdDdyZP9xgRutEQ==>
- 6162.8 Research--  
<https://simbli.eboardsolutions.com/SU/7VJUTiDJ0fRj9pxlmMnTjA==>



6164.2 Guidance/Counseling Services--  
<https://simbli.eboardsolutions.com/SU/ftN6QdbSEZiHLzeBplus1Pf4A==>

6164.2 Guidance/Counseling Services--  
<https://simbli.eboardsolutions.com/SU/JWRtd1plusNpGNplusbbglisuFYg==>

6164.4 Identification And Evaluation Of Individuals For Special Education--  
<https://simbli.eboardsolutions.com/SU/3XYnOnplusKaAwFwoFOij1xUA==>

6164.4 Identification And Evaluation Of Individuals For Special Education--  
<https://simbli.eboardsolutions.com/SU/sqf5R9wslshJDPaENYXGZfvLg==>

6164.6 Identification And Education Under Section 504--  
<https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxIVJF6eGxfwQ==>

6164.6 Identification And Education Under Section 504--  
<https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WY0RrMkSTgQ==>

6170.1 Transitional Kindergarten--  
<https://simbli.eboardsolutions.com/SU/G2QQlpRTuKy2Flagku4IRQ==>

6173 Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/Qeh3lrpwC9COINdEFpojBA==>

6173 Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/45j0dsdpluss9tdrkt9pFERFw==>

6173-E PDF(1) Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/QvGXdUmZplusfIBMoslshEBOJDslshw==>

6173-E PDF(2) Education For Homeless Children--  
<https://simbli.eboardsolutions.com/SU/NHkG5UyunB2vvrp2pYPBeQ==>

6173.1 Education For Foster Youth--  
<https://simbli.eboardsolutions.com/SU/Tbvm5PS1eB5wplus4vmoCkFZw==>

6173.1 Education For Foster Youth--  
<https://simbli.eboardsolutions.com/SU/gToUldEvCYOLB7f7DQzbFQ==>

6175 Migrant Education Program--  
<https://simbli.eboardsolutions.com/SU/qtWYvj2EX8EDu56Nyk7keA==>

6175 Migrant Education Program--  
<https://simbli.eboardsolutions.com/SU/puuZcTPZX0LFZAvsAqLslshmq==>

6183 Home And Hospital Instruction--  
<https://simbli.eboardsolutions.com/SU/b4e00HtlhUjYWKswRk0f6Q==>

9310 Board Policies--  
<https://simbli.eboardsolutions.com/SU/11VAERiGO2BcJFWdUBF5uA==>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** March 20, 2024

**Agenda Section:** Section G: Conclusion

### **Superintendent's Report (3 minutes)**

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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:** March 20, 2024

**Agenda Section:** Section G: Conclusion

### **Trustees' Announcements (3 minutes each speaker)**

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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:** March 20, 2024

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

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Moved:

Seconded:

Vote:

### **ROLL CALL VOTE:**

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, 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, March 15, 2024.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A